

**Unknown**

**From:** Patrick J. Rogers [patrogers@modrall.com]  
**Sent:** Tuesday, November 01, 2011 3:12 AM  
**To:** jay@mccleskeymedia.com; RCangiolosi@susana2010.com  
**Subject:** FW: Open Meetings Act telephone participation

Fyi, no telephone for Twister.

2) Larry Kennedy needs to lock down Bitsui.

**From:** Patrick J. Rogers  
**Sent:** Tuesday, November 01, 2011 3:11 AM  
**To:** 'gvcapos@aol.com'  
**Subject:** Open Meetings Act telephone participation

Dan---Your annual resolution does not provide for telephone participation. The statute 10-15-1 C allows for telephone participation ONLY if the body has adopted a rule to allow. In addition the telephone participation is ONLY allowed if attendance in person is "otherwise difficult or impossible"

I will have some notes about your annual resolution and some other info from the AG's guide to open meetings act on the issue of the serial and numerous flagrant open meetings act violations by charlotte on the "rolling poll" issue.

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## Unknown

From: Patrick J. Rogers [patrogers@modrail.com]  
 Sent: Tuesday, November 01, 2011 3:43 AM  
 To: jay@mccleskeymedia.com; RCangiolosi@susana2010.com  
 Subject: FW: rolling poll or rolling quorum illegal

Sunday, April 18, 2004

## Las Cruces Leaders Broke Law One Chat at a Time

By Rene Brown

Journal Southern Bureau

LAS CRUCES—A court ruling this month marked the first time a state judge found that elected officials violated the New Mexico Open Meetings Act through the use of a "rolling quorum."

The plaintiffs said the ruling would send a signal statewide that elected officials should not decide public policy outside of public meetings—even when discussions are between just two officials.

The Open Meetings Act requires that all meetings of a quorum of members of a public body must be public and that policy-making decisions must be made in public meetings. A majority of a public board constitutes a quorum—three of five members for instance—and is sufficient for boards to make policy.

In this case, the plaintiffs successfully argued that it is illegal for officials to try to make policy, while avoiding a quorum, by having one-on-one exchanges that end up adding up to a quorum. Such exchanges are called "rolling polls" or "rolling quorums."

"The plaintiffs are not contending that two councilors cannot meet for breakfast and discuss city matters but when, as here, the clear purpose was to meet with members in separate private meetings to arrive at a consensus, these actions violate the law," attorney Jim Dines wrote in one filing.

Dines represented the New Mexico Foundation for Open Government and the Las Cruces Sun-News in the lawsuit against the Las Cruces city council.

### 'A landmark decision'

"We think it's certainly a landmark decision that shows government agencies that rolling polls or rolling quorums are not acceptable practices," Dines said. "We have a district judge who found that in addition to the Attorney General's office."

The Attorney General's Office has said that conducting votes by rolling poll or rolling quorum is a violation of the Open Meetings Act.

"This is the first time that a judge has had the issue in front of him and addressed it and found a violation," Dines said.

Some observers said the ruling underscores how tricky it is for elected officials to stay on the right side of the line between what is legal—having conversations in a fact-finding effort—and illegal—having discussions aimed at shaping votes.

In a summary judgment, state District Judge Robert E. Robles ruled that five of six Las Cruces city councilors and then-Mayor Ruben Smith violated the state Open Meetings Act (OMA). The violation occurred in a process where the officials privately signed a June 11, 2002, letter asking a city ethics board to investigate possible ethics violations by then-City Councilor Bill Mattiace, who is now the mayor.

The letter, which eventually resulted in a reprimand of Mattiace, was the product of a "rolling quorum," the plaintiffs contended.

Smith, who said he was aware of the Open Meetings Act requirements, was careful not to assemble an actual quorum—four members—of the seven-member city council to discuss the Mattiace investigation, the former mayor said in a deposition.

By meeting separately with what amounted to a quorum of councilors in a series of meetings to reach a consensus, the council members circumvented the Open Meetings Act requirement that decisions be made in public, the plaintiffs argued in court filings.

The plaintiffs argued the council members acted through a rolling quorum a second time before a Nov. 4, 2002, public meeting when they, and Mattiace, agreed that Mattiace would accept a reprimand, but no other penalties.

The distinction between simply talking on one hand and trying to reach a consensus on the other is a subtle one that can be tough to maintain, several observers said.

"It's a hard thing for anyone to negotiate," said Randy Van Vleck, general counsel for the New Mexico Municipal League.

The terms "rolling poll" or "rolling quorum" are not included in the Open Meetings Act. Before Robles' ruling there was no case law on the subject in New Mexico. But the Attorney General's Office has issued several advisory opinions in recent years stating rolling polls are

illegal.

"It might not violate the letter of the law, but it certainly violates the spirit of the law," Van Vleck said of a rolling quorum.

Dines noted that public officials, meeting privately, do not have to successfully reach a consensus to have violated the law, as long as they orchestrated meetings to formulate policy.

#### It's easy to do

Assistant Attorney General Al Lama, director of the civil division, noted it would be easy for a member of a five-member governing body to engage in a rolling quorum, even inadvertently.

It can happen simply by one member talking to a second board member who then talks to a third about a public policy decision, he said.

If positions on an issue were lined up in those talks, then public business would have been conducted illegally by a quorum.

"It could very easily become a slippery slope if members aren't cautious about the need to be very limited about the types of discussions they are having with other members outside the scope of a public meeting," Lama said.

Doña Ana County Commissioner D. Kent Evans said meeting the Open Meetings Act standards can be tricky.

"You don't want to not be able to talk to your fellow commissioners once in a while, you want to ask their opinions about what's coming up, but on the other hand you want to be careful that you are not crossing that line, that you are not taking a vote over the phone," Evans said. "It's a fine line."

In the case of Grant County, whose board has only three members, a conversation between just two commissioners could be a problem.

"I don't talk to the other commissioners; the other commissioners don't talk to me," said Grant County Commissioner Joseph Arellano Sr.

"The only time we talk is at a county meeting."

Lama acknowledged that warnings about rolling quorums have prompted some officials to complain that the restrictions prevent them from doing their jobs.

"It's not designed to be a model of efficiency," Lama said.

The process is designed to ensure that voters are able to see how their elected officials arrive at policy decisions, to see how differing opinions or agendas are reconciled, to observe the quality of an official's decision-making.

"Otherwise," Dines said, "we would simply have the vote announced to the public and they would be deprived of this important ability to observe this decision-making process. That's what open government is all about."

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 Sent: Tuesday, November 01, 2011 3:44 AM  
 To: jay@mccleskeymedia.com; RCangiolosi@susana2010.com  
 Subject: FW: rolling poll illegal

From: Patrick J. Rogers  
 Sent: Tuesday, November 01, 2011 3:43 AM  
 To: 'gvcapos@aol.com'  
 Subject: FW: rolling poll illegal

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## Mayor removes office doors after open meetings dispute

June 3, 2003 -- Soon after being elected last March 2003 as mayor of Las Cruces, N.M., Bill Mattiace removed the doors to his office to reinforce his policy of openness.

"If it has anything to deal with tax payers money, it can be heard by anyone," Mattiace said. "It allows for open conversation and it shows that there are no secrets for this mayor."

However, some say Mattiace's door wasn't always so open. Mattiace, former mayor Ruben Smith and other council members are being sued for conducting what is known as a "rolling poll," where council members discuss where they stand on public matters with one another rather than publicly as required by the open meeting law. Mattiace was a city council member at the time of the incident. The lawsuit was filed by the *Las Cruces Sun-News* and the New Mexico Foundation for Open Government in February with a state district court in Las Cruces.

According to Walter Rubel, managing editor of *Las Cruces Sun-News*, Mattiace is being sued because, prior to his election, he and two other council members "got together and hammered out a compromise" regarding a conflict. Upon discovering this, Smith issued a letter to the council accusing Mattiace of holding a rolling poll. But because Smith sent out a letter and had six out of the seven council members signed the letter in agreement, he too was sued for a public meetings violation.

"By the time it [got] to the council meeting, everyone already decided how they would vote," Rubel said. "There [was] not an open discussion debate that you would hope for."

Mattiace said that he had never made any arrangements behind closed doors, that it had always been his philosophy that conversation and information has to be shared openly. Mattiace added that his no-door policy was not in response to the lawsuit.

"If there is an action taken on the information you've shared, that I believe can be construed as a violation," Mattiace said. "If there's no action taken, it's just me going to each person and asking, 'isn't the weather nice today?'"

*Sun-News* attorney Martin Esquivel disagrees.

"This is a classic case of a violation of the open meetings act where certain board members are meeting behind closed doors in order to conduct business," Esquivel said.

Esquivel said that the issue is whether or not members are allowed to conduct a rolling poll without discussing the issues openly.

"Anytime you're dealing with issues of access you're dealing with the First Amendment," said Esquivel. "[A] rolling poll not only violates state statutes, but First Amendment rights as well."

*(Las Cruces Sun-News and Foundation for Open Government v. City of Las Cruces, Media counsel: Martin Esquivel, Albuquerque, N.M.) - L.G.*

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**From:** Patrick J. Rogers [patrogers@modrall.com]  
**Sent:** Tuesday, November 01, 2011 3:46 AM  
**To:** jay@mccleskeymedia.com; RCangiolosi@susana2010.com  
**Subject:** FW: violations of open meetings act

**From:** Patrick J. Rogers  
**Sent:** Tuesday, November 01, 2011 3:46 AM  
**To:** 'gvcapos@aol.com'  
**Subject:** violations of open meetings act

Rolling polls = violations of the open meetings act. These are criminal, misdemeanors, up to \$500 for each offense

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**From:** Patrick J. Rogers [patrogers@modrall.com]  
**Sent:** Tuesday, November 01, 2011 3:51 AM  
**To:** jay@mccleskeymedia.com; RCangioli@susana2010.com  
**Subject:** FW: Fwd: open meetings act  
**Attachments:** Open meetings act 2011-1.pdf

**From:** Patrick J. Rogers  
**Sent:** Tuesday, November 01, 2011 3:50 AM  
**To:** 'gvcapos@aol.com'  
**Subject:** FW: Fwd: open meetings act

3<sup>rd</sup> Para: Whereas any meetings subject to OMA at which the discussion ....of ANY proposed resolution...  
or ..formal action shall be held only after reasonable notice.

It is the reasonable notice for any proposed resolution or formal action that makes rolling polls criminal.

Rolling polls to obtain 5 votes against a lease that she and the other commissioners have not read, is a violation  
Rolling polls to replace the chairman is a violation  
etc

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**THE NEW MEXICO STATE FAIR COMMISSION RESOLUTION NO. 01-2011**

**WHEREAS**, the New Mexico State Fair Commission ("Commission") met in special session at the State Personal Office in Santa Fe on July 29, 2011 at 10:00 a.m. as required by law; and

**WHEREAS**, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of the Commission, held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of the Commission, are declared to be public meetings open to the public at all times; and

**WHEREAS**, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

**WHEREAS**, Section 10-15-1(D) of the Open Meetings Act requires the Commission to determine at least annually what constitutes reasonable notice of its public meetings;

**NOW, THEREFORE, BE IT RESOLVED** by the Commission that:

1. Notice of any regular meetings will be given ten (10) days in advance of the meeting date. The agenda will be available at least twenty-four (24) hours prior to the meeting from Roberta Simoni, whose office is located in the EXPO New Mexico grounds, administration building. The notice shall indicate how a copy of the agenda may be obtained.
2. Special meetings may be called by Chairman or a majority of the members upon three (3) days notice. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least twenty-four (24) hours before any special meeting.
3. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Commission will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairman or a majority of the members upon twenty-four (24) hours notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
4. For the purposes of regular meetings described in paragraph 1 of this resolution, notice requirements are met if notice of the date, time, place and agenda is posted on the EXPO New Mexico webpage at [www.exponm.com](http://www.exponm.com). Copies of the written notice

shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

5. For the purposes of special meetings and emergency meetings described in paragraph 2 and 3 of this resolution, notice requirements are met if notice of the date, time, place and agenda is posted on the EXPO New Mexico web page at [www.exponm.com](http://www.exponm.com). Telephone notice also shall be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
6. In addition to the information specified above, all notices shall include the following language:

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Michael Henningsen at 505-222-9704 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact Michael Henningsen at 505-222-9704 if a summary or other type of accessible format is needed.

7. The Commission may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
  - a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Commission taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
  - b) If a closed meeting is conducted when the Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.
  - c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion of notice for closure.



- d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Commission in an open public meeting.

Passed by the New Mexico State Fair Commission this 29th day of July 2011.

---

New Mexico State Fair Commission Chairman

**Unknown**

**From:** Stephen Blanco [phutilityco@gmail.com]  
**Sent:** Tuesday, November 01, 2011 8:11 AM  
**To:** ryan.cangiolosi@state.nm.us; mstackpole@susana2010.com; 9thda@da.state.nm.us  
**Subject:** former PRC Commissioner colluded with PRC to expedite my removal as owner of PHUC  
 Ryan

Corruption abounds at the PRC remains intact. I hired Mr. Schaefer to be my "lobbyist" and then made him an officer to speak on my behalf. However all he did was return to what comes naturally to him. Corruption, neither Democrats or Republicans claim him but through him I have a crystal clear picture of the PRC, SEO, and corruption of the King Family.

If I come to Santa Fe and spend about 2 hours with you, you have to spend 6 reading and become versed isolated from the underlying facts. Please contact me as I am sending you and Susana USPS Priority Mail of documents that prove the \$1,000,000.00 fines are a fabrication of Commissioners, King, Jones and Marks to remove me condemn PHUC and hand over the keys t NM American with all making huge profits through the sale of NMA to the Edmonton Canadian Firm.

Ryan I need a face to face meeting as I am fighting with my last bullets. I need you, Matt and Susana to help me with ending the tyranny and lives destroyed by the Kings.

Congressman Steve Pearce send a letter to the Comptroller of the Currency to question why PHUC which is solvent, and current on loans is being foreclosed on. The reason? The NM Supreme Court blew up the PRC plans for my removal by voiding the Bank of the Rio Grande Loan for their failure as my lender to file securities documents due in this Case 09-00315-UT but is now colluding WITH THE PRC COMMISSION TO REMOVE ME AND SELL THE UTILITY TO OTHERS. The Bank is teetering, as the Comptroller has written off various loans and wants the bank sold to others but not at my expense. Voiding of my current loan will revoke the banks charter and the Board of Directors will lose their investment in the bank.

READ MY EXPRESS MAIL PACKAGE WITH YOUR LEGAL COUNSEL AND YOU WILL SEE THE LIES.

----- Forwarded message -----

**From:** Stephen Blanco <phutilityco@gmail.com>  
**Date:** Tue, Nov 1, 2011 at 7:55 AM  
**Subject:** Fwd: PHUC Minutes removing Tony  
**To:** "MARTIN O. de la Garza, MS" <delagarzam@aol.com>, "ROMAN D. JIMENEZ, DPS" <romanj57@gmail.com>, DAVID ESPARZA <esparhydro@msn.com>

Lauri Lucero told me that I sure am more relaxed one I committed to the plan of his removal. Yesterday he told Doug Joens of Mesilla Valley Accounting (they do our monthly billings) if he did not give him PHUC's federal tax ID number that he would not do PHUC's billings "Whey he takes over PHUC"!!! So this again is another example of collusion between

Tony. PRC Staff, Commissioners and this Dave Hamilton.

The Commission will not grant a settlement and sale unless I waive all of my civil rights to countersue the PRC, Staff, PHPOA, Hamilton. I like what law enforcement and members of the judiciary all are amazed that the PRC will drop the bogus million dollar fines if I give up PHUC but will keep the fines if I keep PHUC.

Jason Marks approved no fines on NMA in the PRC Case 06-00208-UT where Martin exposed their failure to file over 29 line extension related Rule 440 filings but advocated the \$1,000,000.00 fines on me!!! This is just SOP of the PRC to cover their lies, no wonder Marks, Hall and Lyons say they can fix their problems from the inside. FIX AND COVER UP ARE SYNAPOUS TO THE PRC AT ALL LEVELS.

**I KEEP THE FIGHT GOING AS THE PRC ALLEGATIONS HAVE ALL FALLEN APART.**

----- Forwarded message -----

From: **Stephen Blanco** <[phutilityco@gmail.com](mailto:phutilityco@gmail.com)>

Date: Tue, Nov 1, 2011 at 7:46 AM

Subject: PHUC Minutes removing Tony

To: "ADMIN.PHUCoInc" <[h2o.phutilityco@gmail.com](mailto:h2o.phutilityco@gmail.com)>, "RANDY TRAVIS, CPA" <[rtcpa@zianet.com](mailto:rtcpa@zianet.com)>, "DOUG JOENS, CPA, CIA" <[djoens@mvaaccounting.com](mailto:djoens@mvaaccounting.com)>

**This will be notarized and mailed or hand delivered to all parties. Tony's removal will be validated by this document.**

## MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF PICAHO HILLS UTILITY

A meeting of the Board of Directors of Picacho Hills Utility was held at 5609 Mira Montes, in the City of Las Cruces, New Mexico on the 27<sup>th</sup> of November 2011.

Mr. Stephen Blanco, Chairman, presiding:

The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control the business affairs of the corporation"

Your conduct has been contrary to the intent and purpose of Picacho Hills Utility and you are hereby removed as President and cease all contact with all Public Agencies, attorneys, engineers, customers, vendors and accountants of the Utility, effective immediately. All negotiations with any outside parties

7/21/2012

of the Utility will be reinvested with Mr. Blanco. You will cease all such activities and return all financial documents, legal proceedings, testimony filed at the PRC and other regulatory agencies to Mesilla Valley Accounting again immediately.

Upon motion duly made, and seconded and approved by the Board of Directors this motion was passed.

I certify these minutes to be accurate and true,

Stephen C. Blanco

The foregoing instrument was subscribed, sworn to and acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2011 by STEPHEN BLANCO.

\_\_\_\_\_  
Notary Public

My Commission Expires:

--

**Stephen C Blanco, President**  
PICACHO HILLS UTILITY COMPANY INC  
Water & Wastewater Treatment Facility  
PO Box 250 | Fairacres NM | 88033  
Office: (575) 526-3818 Email: [phutilityco@gmail.com](mailto:phutilityco@gmail.com)

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| Picacho Hills Utility Co Inc | PO Box 250 Fairacres NM 88033 USA |

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**Stephen C Blanco, President**

PICACHO HILLS UTILITY COMPANY INC  
Water & Wastewater Treatment Facility  
PO Box 250 | Fairacres NM | 88033  
Office: (575) 526-3818 Email: [phutilityco@gmail.com](mailto:phutilityco@gmail.com)

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## Unknown

**From:** andreatodd6@aol.com  
**Sent:** Tuesday, November 01, 2011 2:56 PM  
**To:** leroynsanchez@comcast.net; kronquillo@susana2010.com  
**Subject:** Gov's Christmas Picture

Hello Leroy its Andrea can you give me a price to do a sitting with the Gov. and First Dude at the Mansion with their dog so we can get a good christmas card photo? Just for the shoot we will use a large mailhouse to print the cards and send them since the list is so large please let me know thanks!

Andrea Goff  
575-390-8050

-----Original Message-----

**From:** Kim Ronquillo <kronquillo@susanapac.com>  
**To:** andreatodd6 <andreatodd6@aol.com>  
**Sent:** Tue, Nov 1, 2011 1:19 pm  
**Subject:** photographer

Could I trouble you to call and get prices from the two photographers? I will be traveling tomorrow, Thursday and Friday so I won't be able to call until early next week.

Kim Ronquillo  
Executive Assistant to Governor Susana Martinez

7/21/2012

**Unknown**

**From:** Ryan Cangioli [rmkcang@yahoo.com]  
**Sent:** Tuesday, November 01, 2011 6:05 PM  
**To:** susana.m@susana2010.com  
**Cc:** kjgatk@gmail.com; tkardeen@gmail.com; erinkin@hotmail.com; jay@mccleskeymedia.com  
**Subject:** State Aviation  
**Attachments:** TSDASBAircraftConsolidationFeasibilityStudy 4.doc; GSDState Aircraft - Article 9 (3)version Draft 2.docx

Hello Governor,

Please see the attached documents from GSD. Also, see below a message Erin received from Chief Shilling regarding DPS taking over the aviation services for the state.

Thanks,

Ryan

1) Can the state police aviation section fly the governor on non-emergency flights currently? (I believe I know the answer based on the fact that she has a higher security requirement than the average employee, but want to verify that is the case) Could they do so if a plane were transferred to DPS from GSD?

Answer - YES The State Police Aviation Section can fly the governor and any other state employees on non-emergency flights that are approved.

2) If there was a re-org and a GSD plane or planes were transferred/consolidated with the state police division's current fleet, could state police fly "other passengers" such as other state employees (other than the governor and her staff) or Children's Medical Service clients? If not, what state statute or FAA restrictions prohibit such activity? Are there general licenses (sorry, I don't know the lingo) they could acquire in order to pilot such flights?

Answer - YES The State Police Aviation Section could transport any state employee for approved non-emergency flights. If DPS was tasked with additional flights, it would require additional funding for fuel and maintenance. Currently, GSD charges to offset the cost of transporting passengers.

DPS would need authority to fly civilians or (Children's Medical Services Clients). DPS is classified as a public use aviation section. This means it is strictly for law enforcement functions or public safety. Additionally, DPS is classified a part 91 (FAA Rule) which allows us to transport state employees for emergencies or public safety support missions.

The transport of civilians would not be allowed without a policy change. To make the change DPS would need to obtain a FAA Part 135 requirement. This entails additional mandates by the FAA.



## **Aircraft Consolidation Feasibility Study**

**General Services Department / Aviation Services Bureau**

**Department of Public Safety / New Mexico State Police**

**September 17, 2011**

Pursuant to a request from the Office of the Governor, please accept the following team analysis:

In our opinion there are only 3 viable options available to the administration with regards to reconfiguring existing passenger aircraft under the jurisdiction of the General Services Department (GSD), as follows:

- Option 1      Sell 1 GSD airworthy aircraft, repair 1 grounded aircraft, and retain 1 airworthy aircraft thereby having 2 operational passenger aircraft of the same class; and, reconfigure the ASB aviation program;
- Option 2      Sell 2 GSD aircraft, retain 1 2006 King Air and reconfigure the aviation program;
- Option 3      Sell certain GSD-owned fixed-winged aircraft and transfer 1 remaining airplane to the New Mexico State Police (NMSP) and Sunset the Aviation Bureau, sell its equipment, and transfer pilots to DPS; However, DPS will only take the King Air if sufficient monies are accompanied with it to cover annual operational costs

**Option 1: Sell 1 GSD aircraft, repair 1 grounded aircraft, reconfigure aviation program**

### **Revenue and Expenses**

Sell the 1983 Aero Commander aircraft	\$ 750,000
Replace engines in 1976 King Air E90	<u>(635,000)</u>
Reserve – carried forward into fund balance	115,000
Reduction in recurring expenses:	
Terminate lease on 1 hanger space	13,000
Reduce multi-aircraft training requirements	22,000
Consolidation of administrative staff with TSD	47,000
Other miscellaneous expense gains	<u>25,000</u>

Estimated annual savings 107,000

Adjusted annual operating budget	1,080,000
Less Savings	( 107,000)
Annual estimated expenses	973,000

Number of flight hours required to breakeven

Average flight equals 2.5 hrs. @ \$1,889.00 hr. = \$4,798.82 or 203 flights  
(515.09 flight hours)

Per flight hour charge: \$1,889.00 per flight hour

Year	Make	Model	N#	Fixed or Rotoring	Value	Dept.	Action
1983	Gulfstream	690C	N835CC	Fixed	\$750,000	GSD	Sell
2006	Beach	C90GT	N575NM	Fixed	\$1,250,000	GSD	
1976	Beach	E90	N9059S	Fixed	\$130,000	GSD	Replace Engines
1981	Cessna	421	N605SP	Fixed	\$250,000	DPS	
2007	Adam	500	N607SP	Fixed	\$150,000	DPS	Contract to Sell
2009	Augusta	109E	N606SP	Rotary	\$5,000,000	DPS	

#### **PROS:**

The state would meet its statutory obligations pursuant to 15-9-1 thru 15-9-5, NMSA, 1978

Various children's medical service agencies and providers would have reliable and timely aircraft at their disposal

The Governor's office and other state agencies would have passenger aircraft available for various emergencies and situations

Rates would be competitive with private sector charter service providers (see attachments)

Agencies receiving federal funds for transportation, including flying will have more timely and flexible access to aircraft

#### **CONS:**

ASB is unable to meet the 515.09 hour flight goal GSD would seek authority for General Funds to recover losses

Further reductions in individual agency budgets may impede ability to travel  
ASB revenue shortfall will force the Transportation fleet fund to subsidize expenses

Individual agencies are discouraged from using state-owned aircraft

Various children's medical service agencies and providers would have to rely on charter services and flight availability

**Option 2: Sell 1 GSD aircraft and 1 grounded aircraft retain 2006 King Air, reconfigure aviation program**

**Revenue and Expenses**

Sell the 1983 Aero Commander aircraft	\$ 750,000
Sell the 1976 King Air E90	<u>150,000</u>
Reserve – carried forward into fund balance	900,000

Reduction in recurring expenses:	
Terminate lease on 2 hanger space	33,000
Reduce multi-aircraft training requirements	32,000

Consolidation of administrative staff with TSD	47,000
Other miscellaneous expense gains	<u>75,000</u>
Estimated annual savings	187,000

Adjusted annual operating budget	1,080,000
Less Savings	( 187,000)
Annual estimated expenses	902,000

Number of flight hours required to breakeven

Average flight equals 2.5 hrs. @ \$1,889.00 hr. = \$4,798.82 or 188 flights  
(477.5 flight hours)

Per flight hour charge: \$1,889.00 per flight hour

Year	Make	Model	N#	Fixed or Rotoring	Value	Dept.	Action
1983	Gulfstream	690C	N835CC	Fixed	\$750,000	GSD	Sell
2006	Beach	C90GT	N575NM	Fixed	\$1,250,000	GSD	
1976	Beach	E90	N9059S	Fixed	\$130,000	GSD	Sell
1981	Cessna	421	N605SP	Fixed	\$250,000	DPS	
2007	Adam	500	N607SP	Fixed	\$150,000	DPS	Contract to Sell
2009	Augusta	109E	N606SP	Rotary	\$5,000,000	DPS	

**PROS:**

The state would meet its statutory obligations pursuant to 15-9-1 thru 15-9-5, NMSA, 1978

Various children's medical service agencies and providers would have reliable and timely aircraft at their disposal

The Governor's office and other state agencies would have a passenger aircraft available for various emergencies and situations

Rates would be competitive with private sector charter service providers (see

attachments)

Agencies receiving federal funds for transportation, including flying will have more timely and flexible access to aircraft

**CONS:**

ASB would lack any redundancy, thereby relying on a single aircraft  
The ability to schedule 2 flights in the same time-frame would be eliminated  
ASB is unable to meet the 477.5 hour flight goal  
Further reductions in individual agency budgets may impede ability to travel  
ASB revenue shortfalls force the Transportation fleet fund to subsidize expenses  
Individual agencies are discouraged from using state-owned aircraft

**Option 3: Sell certain aircraft and transfer 1 aircraft to NMSP:**

**Estimated Revenues & Expenses**

Sell GSD owned 1983 Gulfstream 690 C Aero Commander	\$ 750,000
Sell GSD owned 1976 King Air E-90	130,000
Sell GSD Miscellaneous property	25,000
Transfer GSD owned 2006 King Air C 90GT to NMSP	1,250,000

**GSD wind-down costs:**

Brokerage fees on sale of aircraft	(30,000)
Termination of leases	(10,000)
Close out of personnel (2 FTE) and agency RIF costs	(50,000)

**Operational costs of C90 King Air aircraft to be assumed by NMSP:**

King Air <b>hourly</b> maintenance costs	\$581.00 per air hour
depreciation costs	177.00 per air hour (engines only)
fuel costs	630.00 per air hour (90 gph)

Year	Make	Model	N#	Fixed or Rotoring	Value	Dept.	Action
1983	Gulfstream	690C	N835CC	Fixed	\$750,000	GSD	Sell
2006	Beach	C90GT	N575NM	Fixed	\$1,250,000	GSD	Transfer to DPS
1976	Beach	E90	N9059S	Fixed	\$130,000	GSD	Sell
1981	Cessna	421	N605SP	Fixed	\$250,000	DPS	Sell
2007	Adam	500	N607SP	Fixed	\$150,000	DPS	Contract to Sell
2009	Augusta	109E	N606SP	Rotary	\$5,000,000	DPS	

**PROS:**

GSD's budgetary oversight and administrative costs will be reduced by approximately \$1,080,000 per year  
DPS has access to a higher quality fixed-wing aircraft in the C90 (1500 hrs.) vs. its existing 1981 Cessna 421 with 6,028 hours  
DPS can sell its existing Cessna 421 aircraft and may gain an estimated \$200,000

**CONS:**

No gain to the General Fund will be realized (ASB is 100% enterprise funded in FY12 and FY13).  
A change in state law may be required to sell or transfer the Aircraft assets from GSD to DPS/NMSP  
Selling GSD aircraft and equipment will require approval of the Surplus Property Committee, State Budget Division and the State Auditor  
DPS lacks statutory authority to transport passengers in aircraft other than under search and rescue and law enforcement powers  
DPS will require increased funding to operate the King Air vs. the Cessna 421.  
DPS has indicated that in order to take over the King Air they would need additional monies  
(i.e. C90 = 90 gph vs. 421 = 45 gph; increased maintenance, training costs).

Notes:

## ARTICLE 9

-

### Section

15-9-1 Short title.

15-9-2 Definitions.

15-9-3 consolidation; department duties.

15-9-4 Travel charges.

15-9-4.1 Aviation services fund.

15-9-5 Temporary provision; transfer of personnel, money, appropriations, furniture, supplies and other property and contractual obligations.

### 15-9-1. Short title.

Chapter 15, Article 9 NMSA 1978 may be cited as the "State Aircraft Act".

### 15-9-2. Definitions.

As used in the State Aircraft Act [15-9-1 NMSA 1978]:

A. "department" means the general services department; and

B. "state aircraft" means all state airplanes used primarily to transport passengers; and

C. "passenger" means any person(s) authorized by the department to be transported on state aircraft; and

D. "person" is defined as a human being; and

E. "state's agencies are defined as any State of New Mexico Governmental entity; and

F. "departments" are defined as State of New Mexico Executive Branch entities; and

G. "political sub-divisions are defined as State of New Mexico Cities and Counties, incorporated and non-incorporated; and

H. "institutions" are defined as State of New Mexico Universities, Colleges and Public School Districts; and

I. "quasi-state entities" are defined as State of New Mexico created organizations and legal entities.

### 15-9-3. Aircraft consolidation; department duties.

A. ~~All s~~State aircraft shall be consolidated in the department for the use of the state's agencies, departments, political sub-divisions, quasi-state entities, branches and institutions.

B. The department shall:

- (1) adopt and file in accordance with the State Rules Act [14-4-1 NMSA 1978] rules and regulations to carry out the provisions of the State Aircraft Act [15-9-1 NMSA 1978];
- (2) own, operate and maintain the state's aircraft fleet;
- (3) provide centralized statewide scheduling of aircraft;
- (4) designate destination airports;
- (5) determine travel, fuel or special use charges for state aircraft services;
- (6) determine use requirements, including the number of required passengers per flight and under what conditions and circumstances persons other than state officers and employees are allowed to travel in state passenger aircraft; and
- (7) determine all other requirements it deems appropriate or fiscally responsible; and
- (8) is authorized to enter into agreements with the department of public safety for joint use of passenger aircraft and aviation resources and personnel.

C. The department may refuse a request for state passenger aircraft scheduling for any reason deemed appropriate by the secretary or the director of the transportation services division of the general services department.

### 15-9-4. Travel charges.

The department may assess a fee, fuel, or special use charge when deemed necessary by the department ~~shall charge~~ for the use of passenger state aircraft and may enter into cost sharing arrangements with the department of public safety. Charges shall take into consideration the various sources of funding available to the department and when such are combined shall be sufficient to cover ~~offset~~ the costs of operation and maintenance and depreciation of state aircraft. Any revenues or fees ~~Money~~ collected for travel charges shall be deposited in the aviation services fund.

#### 15-9-4.1. Aviation services fund.

There is created in the state treasury the "aviation services fund," which shall be a non-reverting revolving fund. Money in the fund is appropriated to the general services department for the purpose of operating, maintaining and repairing state aircraft, including fuel, insurance, pilot compensation and other basic support costs. Disbursements from the fund shall be made only upon warrant drawn by the secretary of finance and administration pursuant to vouchers signed by the director of the ~~motor-pool-transportation services~~ division of the general services department. Money in the fund shall not revert at the end of any fiscal year.

### 15-9-5. Temporary provision; transfer of aircraft, personnel, money, appropriations, furniture, supplies and other property and contractual obligations.

On the effective date of the State Aircraft Act [15-9-1 NMSA 1978], the passenger aircraft owned by the state corporation commission [public regulation commission], the energy, minerals and natural resources department and the state highway and transportation department shall be transferred to the general services department, and title to the aircraft shall be transferred to the general services department. On the effective date of the State Aircraft Act, the personnel, money, appropriations, furniture, supplies and other property attributable to the ownership, operation or maintenance of passenger aircraft in the state corporation commission [public regulation commission], the energy, minerals and natural resources department and the state highway and transportation department shall be transferred to the general services department. On the effective date of the State Aircraft Act, contractual obligations related to the ownership, operation or maintenance of passenger aircraft of the state corporation commission [public regulation commission], the energy, minerals and natural resources department and the state highway and transportation department shall be binding on the general services department.



**Unknown**

**From:** brad cates [bradcates@cox.net]  
**Sent:** Tuesday, November 01, 2011 10:30 PM  
**To:** rmkcang@yahoo.com; JHernandez@susana2010.com  
**Subject:** Cates International Law Article

Dear Ryan and Jessica, I wrote an article last month on the dangers of overly broad international application of U.S. law. I tried to send it to you from my other computer, but apparently it didn't go out smoothly. So, if it came to you already, please forgive me. Hope you are well today.

Here's the link: <http://dailycaller.com/2011/09/26/the-dangers-of-imposing-u-s-law-on-others/>

**Brad Cates, Esq.**  
**Cell 505-342-1846**  
**Tucson, Arizona USA**  
**520-398-7980**

**There is no such thing as ..“rights” belonging to some special group or race and to no others. There are only the rights of man—rights possessed by every individual man and by all men as individuals. | The Objectivist Newsletter, May 1962**

**Unknown**

**From:** donotreply@blackberry.com  
**Sent:** Wednesday, November 02, 2011 10:14 AM  
**To:** susana.m@susana2010.com  
**Subject:** How to change your BlackBerry ID password - Your BlackBerry ID password - Create a new BlackBerry ID password

## Changing your BlackBerry® ID password

Hello, susana.m@susana2010.com.

To change your BlackBerry® ID password, simply visit  
<https://blackberryid.blackberry.com/bbid/valpasswordreset?locale=ZW4tVVM%3D&key=CACMYWKQUCTYGLZKGWPVNEGCMRSOHGLFBEU> and follow the simple, onscreen instructions.

You can learn more about your BlackBerry® ID by visiting [www.blackberry.com/blackberryid](http://www.blackberry.com/blackberryid) today. And as this email is automatically generated, there's no need to respond.

Thank you.

The BlackBerry Team

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**Unknown**

**From:** Gloria Marquez [glomrqz@gmail.com]  
**Sent:** Wednesday, November 02, 2011 10:59 AM  
**To:** KRonquillo@susana2010.com  
**Subject:** Fwd: Lenny Fresquez

fyi

----- Forwarded message -----

**From:** Gloria Marquez <glomrqz@gmail.com>  
**Date:** Wed, Nov 2, 2011 at 10:52 AM  
**Subject:** Re: Lenny Fresquez  
**To:** Jay McCleskey <jay@mccleskeymedia.com>

Jay, I spoke with him last week.

I have a call in to Clara Apodaca to provide me more information about this prize that he claims he paid for to have lunch with the Governor. I believe he said he paid \$2,000.00. When I spoke with him he was very ugly. He said it was very frustrating that it has been a year and we have not fulfilled our obligation, but we sure were eager to take his money. I had sent you Clara Apodaca's email on October 11th. I had Kim ask the Governor about this and she said she recalled the event but not this detail. She did say that if that was the case to schedule it. I called and left message with his assistant on the time that is on the calendar, and he has not called back to confirm.

What would you like me to do?

On Wed, Nov 2, 2011 at 10:31 AM, Jay McCleskey <jay@mccleskeymedia.com> wrote:  
Have you guys had any conversations with him recently?

**Unknown**

**From:** Lewis, Marion, GSD [Marion.Lewis@state.nm.us]  
**Sent:** Wednesday, November 02, 2011 1:01 PM  
**To:** Kim Ronquillo (KRonquillo@susana2010.com)  
**Subject:** DECEMBER

Kim,

I have received and read your Christmas parties email. I will get on that as soon as possible. Right now we are preparing for the New Mexico Children's Foundation reception on Friday evening. I may not have all the answers by Monday as per your request, but should have everything by Tuesday.

This morning I received a phone call from Ellie Gray of the Neighborhood Association. She said you had confirmed the December 8<sup>th</sup> party for the neighborhood and that she was sending out the invitations. I explained that she needs to email the draft to you first, which she is going to do very soon.

Are you aware that the GMF public tours are first and second Tuesdays (rather than the 2<sup>nd</sup> & 4<sup>th</sup>) in December due to Christmas? It is also not just tours but a Christmas Open House with music and refreshments.

*Marion*

Marion Lewis  
Governor's Mansion Director  
State of New Mexico  
One Mansion Drive / Santa Fe, NM 87501  
505-476-2800 / fax 505-827-7345

7/21/2012

**Unknown**

**From:** Gloria Marquez [glomrqz@gmail.com]  
**Sent:** Wednesday, November 02, 2011 4:07 PM  
**To:** jay@mccleskeymedia.com  
**Cc:** adamell@susana2010.com; KRonquillo@susana2010.com  
**Subject:** Re: Lenny Fresquez

Kim,

Alexis said you spoke with Ryan about this yesterday and you got information from him about it? He said he knew about it, right? Also, I was told you were going to have someone vet him per Sunday's call? Should I have someone vet him? And, do I still need to speak with Clara Apodaca and get more information. Should I call and take him off the calendar because now we're also talking about plugging in the centennial fundraiser breakfast, what would you like me to do? I'm I going to reschedule him?

On Wed, Nov 2, 2011 at 10:52 AM, Gloria Marquez <glomrqz@gmail.com> wrote:

Jay, I spoke with him last week.

I have a call in to Clara Apodaca to provide me more information about this prize that he claims he paid for to have lunch with the Governor. I believe he said he paid \$2,000.00. When I spoke with him he was very ugly. He said it was very frustrating that it has been a year and we have not fulfilled our obligation, but we sure were eager to take his money. I had sent you Clara Apodaca's email on October 11th. I had Kim ask the Governor about this and she said she recalled the event but not this detail. She did say that if that was the case to schedule it. I called and left message with his assistant on the time that is on the calendar, and he has not called back to confirm.

What would you like me to do?

On Wed, Nov 2, 2011 at 10:31 AM, Jay McCleskey <jay@mccleskeymedia.com> wrote:

Have you guys had any conversations with him recently?

## Unknown

**From:** Gloria Marquez [glomrqz@gmail.com]  
**Sent:** Thursday, November 03, 2011 11:45 AM  
**To:** jessp43@hotmail.com; andreatodd6@aol.com  
**Cc:** jay@mccleskeymedia.com; KRonquillo@susana2010.com; adameli@susana2010.com  
**Subject:** Meeting with Gary Luquette from Chevron

Good Morning Ladies,

We had a request from Luke Otero to schedule a meeting for the Governor with Mr. Luquette. I called and spoke with Steve Perry, who told me you all had also called to schedule a meeting in Houston with Luquette. He said he is not in Houston on November 16th. His preference is to wait and see the Governor on her next visit to Houston. But if not, he would travel to Santa Fe in December or next year. I told him that if the Governor was not going to Houston in the near future we would work with him on scheduling it in Santa Fe. Does the Governor have a trip to Houston soon? Let me know what you ladies want me to do.

Gracias.

Gloria

**Unknown**

**From:** andreatodd6@aol.com  
**Sent:** Thursday, November 03, 2011 12:10 PM  
**To:** glomrqz@gmail.com; jessp43@hotmail.com  
**Cc:** jay@mccleskeymedia.com; KRonquillo@susana2010.com; adamell@susana2010.com  
**Subject:** Re: Meeting with Gary Luquette from Chevron

The Houston tri is on the 16th I was trying to see if he could meet her then will you check and make sure he is not in Houston that day if not we will have to do it next year

Andrea Goff  
 575-390-8050

## -----Original Message-----

**From:** Gloria Marquez <glomrqz@gmail.com>  
**To:** Jessica Perez <jessp43@hotmail.com>; andreatodd6 <andreatodd6@aol.com>  
**Cc:** Jay McCleskey <jay@mccleskeymedia.com>; Kim Ronquillo <KRonquillo@susana2010.com>; Alexis Valdez Damell <adamell@susana2010.com>  
**Sent:** Thu, Nov 3, 2011 11:45 am  
**Subject:** Meeting with Gary Luquette from Chevron

Good Morning Ladies,

We had a request from Luke Otero to schedule a meeting for the Governor with Mr. Luquette. I called and spoke with Steve Perry, who told me you all had also called to schedule a meeting in Houston with Luquette. He said he is not in Houston on November 16th. His preference is to wait and see the Governor on her next visit to Houston. But if not, he would travel to Santa Fe in December or next year. I told him that if the Governor was not going to Houston in the near future we would work with him on scheduling it in Santa Fe. Does the Governor have a trip to Houston soon? Let me know what you ladies want me to do.

Gracias.

Gloria

**Unknown**

**From:** iTunes Store [do\_not\_reply@itunes.com]  
**Sent:** Sunday, November 06, 2011 10:44 PM  
**To:** susana.m@susana2010.com  
**Subject:** Your receipt No.200024684991

**Billed To:**  
susana.m@susana2010.com  
Susana Martinez  
612S Jornada N  
LAS CRUCES, NM 88012-950S  
USA

**Order Number:** MHH3XM2TWG  
**Receipt Date:** 11/06/11  
**Order Total:** \$10.7S  
**Billed To:** MasterCard .... 858S

Item	Artist	Type	Unit Price
The Four Aces: Greatest Hits <a href="#">Write a Review</a> <a href="#">Report a Problem</a>	The Four Aces	Playlist	\$9.99
			<b>Subtotal:</b> \$9.99
			<b>Tax:</b> \$0.76
			<b>Order Total:</b> \$10.7S

Those who bought your  
selections also bought:



The Anthology  
The McGuire Sisters



The McGuire Sisters' Greatest Hits  
The McGuire Sisters

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## Unknown

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**From:** Denise Baker [denise@drbelectric.com]  
**Sent:** Monday, November 07, 2011 11:16 AM  
**To:** RCangiolosi@susana2010.com  
**Cc:** Gloria.marquez@state.nm.us  
**Subject:** : ABC - PAC fundraiser

Ryan,

Thank you for agreeing to attend the NMedia event on November 17th.

I mentioned to your assistant Friday that I have been working on setting up an ABC-PAC event since August with the Governor as the guest speaker. In the event she is unable to attend perhaps you and your wife would consider. I have changed the dates below since my original email to Gloria.

See you the 17th.

Denise K. Baker

-----Original Message-----

**From:** Denise Baker  
**Sent:** Monday, October 31, 2011 2:59 PM  
**To:** 'Gloria.marquez@state.nm.us'  
**Subject:** ABC - PAC fundraiser

Gloria,

Thank you for your time last week to discuss options for both New Mexico Media and Associated Builders & Contractors.

The ABC event should be prior to the end of the year, preferably in November or early December. This event is normally attended by 20 ABC members. We were hoping that by including the Governor, or someone from the State, that the attendance would improve to (30 - 40).

We will get food from Quarters buffet style. Originally we wanted a "casino night" but the cost was prohibitive.

Therefore, this would be an evening event for (2) hours at our home in the South Valley. The goal is to raise monies for the ABC PAC fund for distribution to "business and Merit Shop" candidates.

The possible dates are as follows:

December 1st, 2nd, 7th, 8th or 13th

If none of these dates work for the Governor then we could consider Ryan or Keith as an option.

If no one is available then we will try to book the PAC event sometime mid-year in order to give ample planning time and options.

Thank you for your assistance and consideration.

Denise K. Baker  
President, CFO

D.R.B. ELECTRIC, INC  
P. O. Box 12868  
Albuquerque, New Mexico 87195  
(505) 877-8500  
denise@drbelectric.com  
-----Original Message-----  
From: Denise Baker [mailto:denise@drbelectric.com]  
Sent: Monday, October 24, 2011 10:03 AM  
To: Causey, Janel, GOV  
Subject: Governor - PAC event

**Unknown**

**From:** Patrick J. Rogers [patrogers@modrall.com]  
**Sent:** Monday, November 07, 2011 5:31 PM  
**To:** RCangiolosi@susana2010.com; jay@mccleskeymedia.com  
**Subject:** FW: ABQ JOURNAL: Martinez Picks Douglas Howe to Fill PRC Vacancy  
 He promised on his boyfriend's grave he would support Pat Lyons for Chair, right?

**Martinez Picks Douglas Howe to Fill PRC Vacancy**

By Dan Boyd

The Albuquerque Journal

11/7/2011

<http://www.abqjournal.com/main/2011/11/07/politics/martinez-picks-douglas-howe-to-fill-prc-vacancy.html>

Gov. Susana Martinez has named Douglas Howe, a Santa Fe resident who's a political independent, to fill a \$90,000-per-year seat on the Public Regulation Commission.

Howe, a consultant with a global consulting and research company, could be a swing vote on the five-member PRC, which currently features two Democrats and two Republicans.

The PRC will be a new frontier of sorts for Howe. In recent years, he has worked on energy-related projects for the governments of Singapore, Netherlands and the Czech Republic, according to his resume.

Nearly 90 individuals submitted applications for the District 4 PRC vacancy created when Jerome Block Jr. resigned from his position after pleading guilty to fraudulent use of a state-issued gas card and other felonies.

Martinez had narrowed the field down to a list of five finalists before making today's announcement.

Howe, who still must be sworn into office by Secretary of State Dianna Duran, will serve out the final year remaining on Block's term. Block, an Espanola Democrat, was elected to the PRC in 2008.

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Modrall, Sperling, Roehl, Harris & Sisk, P.A.

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**Unknown**

**From:** U.S. Postal Service [AddressChange@usps.gov]  
**Sent:** Tuesday, November 08, 2011 9:33 PM  
**To:** adequire@susana2010.com  
**Subject:** End of mail forwarding service notification - USPS Change of Address request

To ensure you receive your USPS mail forwarding notification emails, please add [AddressChange@USPS.gov](mailto:AddressChange@USPS.gov) to your address book now. If you're having trouble viewing this email, you can [view it in your browser](#).



Dear Susana Martinez For Governor,

**You are approaching the end of your mail forwarding period.**

The U.S. Postal Service mail forwarding service is valid for one year from your move date. Your mail stop forwarding date is December 7, 2011.

**Failure to change your address may cause your mail to be returned to sender.** To continue receiving your mail in a timely fashion, you should change your address directly with everyone who sends you mail.

**Moving again?** Please visit [moversguide.usps.com](http://moversguide.usps.com) to file a new Change of Address form.

**Order Status**

Mail Stop Forwarding Date  
**December 7, 2011**

Confirmation Code:  
**1033-4900-0071-7740**

[View your order information.](#)

**Note**

Please do not reply to this message. This email message was sent from a notification-only address that cannot accept incoming email.

The person who submitted this change of address form states that he or she is the person, executor, guardian, authorized officer, or agent of the person for whom mail would be forwarded under this order. Anyone submitting false or inaccurate information on this form is subject to punishment by fine or imprisonment or both under Sections 2, 1001, 1702 and 1708 of Title 18, United States Code.

**Not Changing Your Address?**

For help or to contact us about an erroneous Change of Address, please call 1-800-ASK-USPS or visit [usps.com](http://usps.com) and click on the Contact Us link.

**Receiving Duplicate Emails from Us?**

This might be happening if:

- You filed more than one change of address order using the same email address;
- You share an email address with someone who used the email address for their change of address order(s);
- You moved more than once within a 12-month period.

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You are currently subscribed as [adequire@susana2010.com](mailto:adequire@susana2010.com). We sent you this email because you filed a

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## Unknown

**From:** Patrick J. Rogers [patrogers@modrall.com]  
**Sent:** Wednesday, November 09, 2011 6:06 AM  
**To:** kigatc@gmail.com; jay@mccleskeymedia.com; RCangioli@susana2010.com;  
pafeldman@hotmail.com

**Subject:** RPNM gala Nov 19th

Happy Thanksgiving, Turkeys. Who wants to attend the gala RPNM dinner on the 19<sup>th</sup>? Let me know.  
Pat

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the Internal Revenue Code or (ii) promoting, marketing or recommending to another pa

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7/21/2012

## Unknown

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**From:** Ryan Flynn [ryflynn@gmail.com]  
**Sent:** Wednesday, November 09, 2011 8:39 AM  
**To:** rmkcang@yahoo.com; JHernandez@susana2010.com  
**Subject:** Regional Haze Appeal

Jessica, Ryan,

I just wanted to let you all know that I heard that PNM is currently having some very hush-hush discussions with environmental groups regarding a settlement of the Regional Haze appeal. Apparently, the environmental groups have already reached out to EPA, who is open to having these discussions, and recently the enviros met with some of PNM's people (Patrick Apodaca and Ron Darnell, is what I was told) to see if they were interested in trying to work out a deal. I was approached by an attorney for Western Resource Advocates yesterday during a break in our cap and trade hearings to let me know that they are interested in trying to involve us in the discussion if discussions with PNM progress in a positive direction. I indicated that I will attend a meeting if invited and left it at that.

I am going to call the regional counsel of EPA to try to get some more information. What the enviros are trying to do is get PNM to agree to begin reducing carbon emissions at coal-fired plants by 2% a year beginning in 2015. If PNM was willing to do this, then the enviros want EPA to agree to reverse their Regional Haze decision and adopt the State's plan. No idea how serious these discussions are - I would imagine that there are a lot of people at PNM that would not want to cut a deal with the enviros and I would also imagine that there are a lot of people at EPA that would not want to be seen as backing down from the Governor. I just wanted to give you all a heads up.

Yours truly,

Ryan

**Unknown**

**From:** Mitchell, Rhonda [rmitchell@tristategt.org]  
**Sent:** Thursday, November 10, 2011 10:44 AM  
**To:** 'mickey@theblf.com'; 'ryan@Susana2010.com'  
**Subject:** FW: Tri-State EIB Witnesses  
Mickey and Ryan,

I do not know if you are interested in this information or not, but I thought I would pass it along to you. If you think Keith or Ryan Flynn would be interested in the information, please feel free to share it with them.

**Dr. Anne Smith:**

[http://www.nera.com/Experts\\_7257.htm](http://www.nera.com/Experts_7257.htm)

**Ed Cichanowicz:**

Looks like Ed testified a month ago before the US House Subcommittee on Energy and Environment, regarding "Factors Affecting the Timeline for Retrofit of Environmental Control Technologies to Coal-fired Power Stations"  
[http://science.house.gov/sites/republicans.science.house.gov/files/documents/hearings/100411\\_Cichanowicz.pdf](http://science.house.gov/sites/republicans.science.house.gov/files/documents/hearings/100411_Cichanowicz.pdf)

Article by Ed about regulatory trainwreck, from Jan 2011 issue of Public Power Magazine:  
<http://www.publicpower.org/Media/magazine/ArticleDetail.cfm?ItemNumber=30464>

**Jeff Holmstead:**

[http://www.bracewellgiuliani.com/index.cfm/fa/lawyer.profile/attorney/d3fd15cc-213f-4871-84f1-766070685b75/Jeffrey\\_R\\_Holmstead.cfm](http://www.bracewellgiuliani.com/index.cfm/fa/lawyer.profile/attorney/d3fd15cc-213f-4871-84f1-766070685b75/Jeffrey_R_Holmstead.cfm)

**Dr. John Christy:**

<http://www.nsstc.uah.edu/atmos/christy2011/about.html>  
On this webpage, there is a link to an audio file with a few-minute interview he did with NPR several years ago.

Rhonda Mitchell  
Senior Government Relations Advisor  
Tri-State Generation & Transmission Association  
Rio Rancho Facility  
4331 Fulcrum Way NE  
Rio Rancho, NM 87144

Office (505) 771-5764  
Cell (505) 967-6153  
Fax (505) 771-5760



## Unknown

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**From:** Mitchell, Rhonda [rmitchell@tristategt.org]  
**Sent:** Thursday, November 10, 2011 11:05 AM  
**To:** 'ryan@Susana2010.com'  
**Cc:** 'mickey@theblf.com'  
**Subject:** Tri-State Actions & Concerns

**Attachments:** 111027 One pager re GHG & EIB, Tri-State to Martinez Administration - DRAFT.docx



111027 One pager  
re GHG & EIB,...

Hi Ryan,

Attached is a brief summary of Tri-State's concerns and actions regarding the New Mexico Greenhouse Gas Cap-and-Trade, Reporting/Verification, and Cap Rules. The information contained in this summary was what Barbara Walz, Senior Vice-President for External Affairs and Member Services had hoped to share with Keith Gardner on November 4th. Unfortunately, due to scheduling conflicts, they were not able to meet on that date. Ms. Walz did request that I get this information to Mr. Gardner to communicate to him and Governor Martinez what Tri-State's efforts have been thus far in the EIB hearings.

I would request that you please share a copy of this document with Mr. Gardner. Also, if at any point you, Mr. Gardner or Governor Martinez would like to have a more in depth conversation regarding Tri-State's efforts, we would be more than happy to make the appropriate Tri-State personnel available to you. You may also feel free to share this information with anyone in the Administration that might have an interest in it. Thank you.

Rhonda Mitchell  
Senior Government Relations Advisor  
Tri-State Generation & Transmission Association Rio Rancho Facility  
4331 Fulcrum Way NE  
Rio Rancho, NM 87144

Office (505) 771-5764  
Cell (505) 967-6153  
Fax (505) 771-5760

**Tri-State Generation and Transmission Association, Inc.**  
Concerns and Actions on New Mexico Greenhouse Gas Cap-and-trade,  
Reporting/Verification, and Cap Rules

Tri-State is a not-for-profit, wholesale electric power supply cooperative providing power to 44 member distribution systems that serve customers in a 250,000 square mile territory, including New Mexico, Colorado, Nebraska, and Wyoming. As such, Tri-State is a cooperative of cooperatives. The mission of Tri-State is to provide its member-systems a reliable, cost-based supply of electricity while maintaining high environmental standards. In New Mexico, Tri-State serves 12 member-systems, 7 of which qualify as small businesses under New Mexico's Small Business Regulatory Relief Act. These 12 rural electric cooperatives distribute electric power to approximately 159,000 meters at farms, ranches, households, industry, and businesses in New Mexico.

Tri-State serves some of the most economically depressed consumer groups and regions of the state and country, including a significant percentage of New Mexico citizens living in poverty. Because Tri-State is an electric generation and transmission cooperative, it must pass any costs on to its member-systems and consumer owners. Thus, the citizens of New Mexico who are served by Tri-State must shoulder the burden of higher cost energy that results from the greenhouse gas rules.

Existing greenhouse gas rules directly challenge Tri-State's mission and ability to provide affordable, reliable and responsible electricity – to "keep the lights on."

***Tri-State's Concerns***

New Mexico greenhouse gas rules are not supported by statutory authority, policy and technical analysis, or common sense.

The EIB did not possess authority under New Mexico law to adopt the rules. State legislation that would have explicitly provided such authority to the EIB was considered and rejected by New Mexico's elected representatives in 2009 and 2010.

The rules have no relationship to any federal policy.

The rules do not sync with estimates for future development of technologies.

The rules produce no environmental benefits for New Mexico.

In deciding to adopt the rule, the EIB did not consider the economic effects on small businesses. The April 1, 2011 report of the New Mexico Small Business-Friendly Task Force Report recommends repeal of the cap-and-trade rule.

Adoption of the cap-and-trade rule was based in part on the reporting and verification rules, which did not exist at the time when the cap-and-trade rule was adopted.

Testimony offered in support of adoption of the rules admitted that the rules are unsupported by economic analysis, the rules do not affect climate change or greenhouse gas concentrations, and the rules were proposed in effort to 'influence federal policymaking.' These factors result in improperly constituted rulemakings.

In 2011, Tri-State conducted an economic analysis of the cap and trade rule, and the impacts are as follows:

- Economic: New Mexico GDP declines by \$828 Million - \$1.6 Billion through 2030
- Employment: 649 - 1,736 fewer jobs by 2020
- Environmental: 0.002% - 0.006% average annual reduction in global greenhouse gas emissions

Tri-State also conducted an economic analysis of the cap rule, and the impacts are as follows:

- Economic: New Mexico GDP declines by \$317 Million - \$1.3 Billion through 2030
- Employment: 322 - 1,511 fewer jobs by 2020
- Environmental: 0.004% - 0.006% average annual reduction in global greenhouse gas emissions

### ***Tri-State's Actions***

Tri-State opposed all greenhouse gas rulemakings in 2010 and contributed greatly to creating an extensive record. Tri-State was party to litigation on the EIB's authority. Regarding the cap-and-trade rule, Tri-State's activities date back to 2007 when New Mexico started engaging with the Western Climate Initiative. Regarding the cap rule, Tri-State's involvement dates back to December 2008 when the original version of the regulatory petition was filed with the Environmental Improvement Board.

Tri-State proposed repeal of the greenhouse gas rules and filed technical testimony to support repealing the rules. Tri-State is now actively responding to related motions that would seek to stop the EIB's hearings this year.

Tri-State's technical testimony is comprised of the following components:

1. Tri-State Perspective. This testimony introduces Tri-State, Member-Systems and facilities, and characterizes the rules' impacts on Tri-State.
2. Economics. Tri-State commissioned analyses, including modeling, of the economic effects of the cap-and-trade rule and the cap rule. The modeling results show that the rules would have negative impacts on the economy and jobs in New Mexico, as noted above.

3. Technology. This testimony describes development of technologies for carbon dioxide capture and sequestration and provides perspective on the time needed to allow technologies to mature toward commercial applicability.
4. Regulation. This testimony describes the current status of federal regulation of greenhouse gases as demonstration that state-level policies are duplicative and ineffective. Jeff Holmstead, former EPA Assistant Administrator for Air and Radiation, will present this testimony.
5. Science. This testimony addresses the current state of climate change science and modeling and describes the negligible effect on the climate from greenhouse gas emissions in New Mexico and any reductions of those emissions.

## Unknown

From: bpayne37@comcast.net  
 Sent: Friday, November 11, 2011 2:12 PM  
 To: info@thinknewmexico.org  
 Cc: titomadrid@cabq.gov; ddnoak@sandia.gov; jrudolf@sandia.gov; maramos@sandia.gov;  
 the.secretary@hq.doe.gov; alexander.morris@hq.doe.gov; amorales58@comcast.net; asklee@aarp.org;  
 jcumbie@cabq.gov; mayorberry@cabq.gov; pjudd@cabq.gov; jhamman@cabq.gov; ddady@bernco.gov;  
 sheriff@bernco.gov; jonbarela2010@yahoo.com; mikemallo5006@comcast.net; william.payne@nmlegis.gov;  
 psisneros@nmag.gov; info@susana2010.com; dava@radfreenm.org

Subject: Settlement help requested

Hello Think New Mexico,  
<http://www.prosefight.org/deaton/deaton.htm#think>

I read

Think New Mexico is a results-oriented think tank whose mission is to improve the quality of life for all New Mexicans, especially those who lack a strong voice in the political process. We fulfill this mission by educating the public, the media, and policymakers about some of the most serious challenges facing New Mexico and by developing and advocating for effective, comprehensive, sustainable solutions.

and

Think New Mexico Rethinks the PRC! In our new policy initiative, Think New Mexico proposes fundamentally reforming the Public Regulation Commission. The PRC has the broadest jurisdiction of any state utility regulatory agency, and PRC commissioners tend to be less qualified than their peers in other states. Think New Mexico recommends refocusing the PRC on its core mission of regulating utilities and telecommunications, deregulating the motor carrier industry (as the federal government did more than three decades ago), and enhancing PRC commissioner qualifications. Read more about this exciting new initiative and ask your legislators and Governor Martinez to support legislation to reform the PRC.

Think New Mexico's help is solicited settling some very unfortunate matters which may extremely detrimental of the quality of life in New Mexico.

The PRC is involved.

De-escalation of hostilities may be best for reason adverse visibility may do economic damage Sandia National Laboratories, New Mexico, and our own personal financial well-being?.

Speedy peaceful settlement of these unfortunate matters may be best for New Mexico as well as the Department of Energy and United States?

We ask Think New Mexico's help to reason with Sandia National Laboratories..

So as a first step, we want our stolen \$22,036 deposited in our Sandia Federal Credit Union retirement-protected savings accounts by close of business Friday November 18, 2011.

Please ack if you receive this message.

Regards,  
william h payne

7/21/2012

**Unknown**

**From:** iTunes Store [do\_not\_reply@itunes.com]  
**Sent:** Friday, November 11, 2011 3:45 PM  
**To:** susana.m@susana2010.com  
**Subject:** Your receipt No.156025115227

**Billed To:**  
 susana.m@susana2010.com  
 Susana Martinez  
 6125 Jornada N  
 LAS CRUCES, NM 88012-9505  
 USA

**Order Number:** MHH3XT5W8D  
**Receipt Date:** 11/11/11  
**Order Total:** \$4.16  
**Billed To:** MasterCard .... 8585

Item	Artist	Type	Unit Price
Old Blue Chair	Kenny Chesney	Song	\$1.29
Write a Review Report a Problem			
Hold On	Wilson Phillips	Song	\$1.29
Write a Review Report a Problem			
Arms	Christina Perri	Song	\$1.29
Write a Review Report a Problem			
Subtotal:			\$3.87
Tax:			\$0.29
Order Total:			\$4.16

Those who bought your  
 selections also bought:



The Heights (Music from the  
 Television Show)  
 The Heights



See It I Care  
 Gary Allan

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Apple ID Summary • Purchase History

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**Unknown**

**From:** McPherson, Carrie, DPS [Carrie.McPherson@state.nm.us]  
**Sent:** Friday, November 11, 2011 6:17 PM  
**To:** 'susana.m@susana2010.com'; Gorden.Eden@state.nm.us  
**Cc:** 'jacob1.garcia@state.nm.us'  
**Subject:** Fw: NM visit

Here is the latest from the Agent at the US Embassy.

**From:** Kephart, Jason T (Mexico City) [mailto:KephartJT@state.gov]  
**Sent:** Friday, November 11, 2011 06:06 PM  
**To:** McPherson, Carrie, DPS  
**Subject:** Re: NM visit

Carrie the DCM is now involved with working with SRE on this and it is still ongoing and I don't know if there will be a result tonight.

I have to step to the side once the governor's office becomes actively involved as in this case. I cannot represent the embassy's position once its at that level. However, you can contact my deputy, SSA Fernando Matus, at 55-1474-6939 for further assistance moving forward. Fernando is aware of the situation and will be able to direct you further.

I hope this gets resolved for you guys but the Mexican government is handling today's accident with all their resources.

-JK

Jason Kephart  
Special Agent/ARSO  
AmEmb Mexico City  
KephartJT@state.gov  
Tel: 55.4348.1556

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This message has been sent via BlackBerry

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**From:** McPherson, Carrie, DPS <Carrie.McPherson@state.nm.us>  
**To:** Kephart, Jason T (Mexico City)  
**Sent:** Fri Nov 11 17:25:36 2011  
**Subject:** RE: NM visit

Ok

**From:** Kephart, Jason T (Mexico City) [mailto:KephartJT@state.gov]  
**Sent:** Friday, November 11, 2011 4:15 PM  
**To:** McPherson, Carrie, DPS  
**Subject:** Re: NM visit

7/21/2012

Carrie stby for a couple of more minutes the DCM (deputy ambassador) is going to contact his counterpart with the Mex gov. Will follow up shortly.

Jason Kephart  
Special Agent/ARSO  
AmEmb Mexico City  
[KephartJT@state.gov](mailto:KephartJT@state.gov)  
Tel: 55.4348.1556

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**From:** McPherson, Carrie, DPS <Carrie.McPherson@state.nm.us>  
**To:** Kephart, Jason T (Mexico City)  
**Sent:** Fri Nov 11 16:20:21 2011  
**Subject:** RE: NM visit

Jason,

Can you call me? I need some info. Thanks,

Carrie

**From:** Kephart, Jason T (Mexico City) [<mailto:KephartJT@state.gov>]  
**Sent:** Friday, November 11, 2011 8:51 AM  
**To:** McPherson, Carrie, DPS  
**Subject:** Re: NM visit

Carrie I will call you at the top of the hour. The caller ID will come in odd but please answer...J

Jason Kephart  
Special Agent/ARSO  
AmEmb Mexico City  
[KephartJT@state.gov](mailto:KephartJT@state.gov)  
Tel: 55.4348.1556

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**From:** McPherson, Carrie, DPS <Carrie.McPherson@state.nm.us>  
**To:** Kephart, Jason T (Mexico City)  
**Sent:** Fri Nov 11 09:21:24 2011  
**Subject:** NM visit

Good morning Special Agent Kephart,

This is Agent Carrie McPherson, New Mexico Governor's Security Detail. Sgt. Jake Garcia flew out to Mexico this

7/21/2012



morning and has asked that I follow up on the weapon permits on his behalf. Please consider me the POC for this now since he is out of pocket. My cell number is (505) 629-3128. I think the main question Sgt. Garcia still had was whether or not we (I am one of the Agents that's flying private) can take the advance agent's weapons with us so they are armed during the Governor's visit? Thank you,

Carrie

7/21/2012

## Unknown

From: Patrick J. Rogers [patrogers@modrall.com]  
 Sent: Saturday, November 12, 2011 7:21 AM  
 To: jay@mccleskeymedia.com; kgerdner@susana2010.com; rrmkcang@yahoo.com  
 Subject: FW: New Presidential search information posted to secure website  
 You boys need to get a grip on this process with Fortner, otherwise you are going to have Jamie Koch picking the next President.

From: Helen Gonzales [hgonzale@unm.edu]  
 Sent: Friday, November 11, 2011 4:35 PM  
 To: Helen Gonzales  
 Subject: New Presidential search information posted to secure website

Dear members of the committee:  
 Alberto Pimentel has posted new information on the secure website. There are three new applicants, marked with "New as of <date>" in their file names. One is an "A" candidate and two are "B" candidates.  
 Please let me know if you have any questions. See you Tuesday.  
 Helen

Helen Gonzales  
 Vice President, Human Resources  
 University of New Mexico  
 1 University of New Mexico  
 Albuquerque, NM 87131  
 MSC05 3345  
[hgonzale@unm.edu](mailto:hgonzale@unm.edu)  
 (505)277-5824  
<http://hr.unm.edu>

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7/21/2012

**Unknown**

**From:** McPherson, Carrie, DPS [Carrie.McPherson@state.nm.us]  
**Sent:** Saturday, November 12, 2011 9:35 AM  
**To:** 'susana.m@susana2010.com'; Gorden.Eden@state.nm.us; 'garcia.jacob1@state.nm.us'  
**Subject:** Fw: NM visit

**From:** Kephart, Jason T (Mexico City) [mailto:KephartJT@state.gov]  
**Sent:** Saturday, November 12, 2011 09:30 AM  
**To:** McPherson, Carrie, DPS  
**Cc:** Matus, Fernando D (Mexico City) <matusfd@state.gov>; McCambridge, Kieran P <McCambridgeKP@state.gov>  
**Subject:** Re: NM visit

Carrie our DCM was able to get the permits signed and we are picking them up today from the MexGov facility.

We will have them scanned and sent to you before COB today. Its important you print them out and have them with you when you enter the country and once here make sure each person keeps their respective copy on their person at all times.

Typically you are required to have the originals but obviously that won't be the situation here. If challenged by Mex authorities you may have to negotiate out by explaining and they should understand.

You explained that you are flying in on a private aircraft - that is good news. Fly in with all the weapons as permitted and issue them out once on the ground. BUT it is important that you also fly out with the weapons on the same aircraft. Your detail CANNOT fly out with the weapons on commercial aircraft. Please remember this on departure.

I am glad it worked out for you guys and the #2 DoS boss in country pulled some strings to get this done.

Have a safe visit and from here on in your POC for all other related issues is the agent in charge of the Chihuahua region - RSO Kieran McCambridge (cc'd).

All the best,  
 -Jason

Jason Kephart  
 Special Agent/ARSO  
 AmEmb Mexico City  
 Kephartjt@state.gov  
 Tel: 55.4348.1556

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This message has been sent via BlackBerry

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**From:** McPherson, Carrie, DPS <Carrie.McPherson@state.nm.us>  
**To:** Kephart, Jason T (Mexico City)  
**Sent:** Fri Nov 11 16:20:21 2011  
**Subject:** RE: NM visit

7/21/2012

Jason,

Can you call me? I need some info. Thanks,

Carrie

**From:** Kephart, Jason T (Mexico City) [mailto:KephartJT@state.gov]  
**Sent:** Friday, November 11, 2011 8:51 AM  
**To:** McPherson, Carrie, DPS  
**Subject:** Re: NM visit

Carrie I will call you at the top of the hour. The caller ID will come in odd but please answer...J

Jason Kephart  
Special Agent/ARSO  
AmEmb Mexico City  
[KephartJT@state.gov](mailto:KephartJT@state.gov)  
Tel: 55.4348.1556

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This message has been sent via BlackBerry

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**From:** McPherson, Carrie, DPS <Carrie.McPherson@state.nm.us>  
**To:** Kephart, Jason T (Mexico City)  
**Sent:** Fri Nov 11 09:21:24 2011  
**Subject:** NM visit

Good morning Special Agent Kephart,

This is Agent Carrie McPherson, New Mexico Governor's Security Detail. Sgt. Jake Garcia flew out to Mexico this morning and has asked that I follow up on the weapon permits on his behalf. Please consider me the POC for this now since he is out of pocket. My cell number is (505) 629-3128. I think the main question Sgt. Garcia still had was whether or not we (I am one of the Agents that's flying private) can take the advance agent's weapons with us so they are armed during the Governor's visit? Thank you,

Carrie

7/21/2012

**Unknown**

**From:** Eden, Jr., Gorden, DPS [Gorden.Eden@state.nm.us]  
**Sent:** Saturday, November 12, 2011 9:41 AM  
**To:** Carrie.McPherson@state.nm.us  
**Cc:** susana.m@susana2010.com; garcia.jacob1@state.nm.us  
**Subject:** Re: NM visit

Thanks

Gorden E. Eden, Jr.  
 Cabinet Secretary  
 NM Department of Public Safety

On Nov 12, 2011, at 9:34 AM, "McPherson, Carrie, DPS" <Carrie.McPherson@state.nm.us> wrote:

**From:** Kephart, Jason T (Mexico City) [mailto:KephartJT@state.gov]  
**Sent:** Saturday, November 12, 2011 09:30 AM  
**To:** McPherson, Carrie, DPS  
**Cc:** Matus, Fernando D (Mexico City) <matusfd@state.gov>; McCambridge, Kieran P <McCambridgeKP@state.gov>  
**Subject:** Re: NM visit

Carrie our DCM was able to get the permits signed and we are picking them up today from the MexGov facility.

We will have them scanned and sent to you before COB today. Its important you print them out and have them with you when you enter the country and once here make sure each person keeps their respective copy on their person at all times.

Typically you are required to have the originals but obviously that won't be the situation here. If challenged by Mex authorities you may have to negotiate out by explaining and they should understand.

You explained that you are flying in on a private aircraft - that is good news. Fly in with all the weapons as permitted and issue them out once on the ground. BUT it is important that you also fly out with the weapons on the same aircraft. Your detail CANNOT fly out with the weapons on commercial aircraft. Please remember this on departure.

I am glad it worked out for you guys and the #2 DoS boss in country pulled some strings to get this done.

Have a safe visit and from here on in your POC for all other related issues is the agent in charge of the Chihuahua region - RSO Kieran McCambridge (cc'd).

All the best,  
 -Jason

Jason Kephart  
 Special Agent/ARSO

AmEmb Mexico City  
Kephartjt@state.gov  
Tel: 55.4348.1556

---

This message has been sent via BlackBerry

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**From:** McPherson, Carrie, DPS <Carrie.McPherson@state.nm.us>  
**To:** Kephart, Jason T (Mexico City)  
**Sent:** Fri Nov 11 16:20:21 2011  
**Subject:** RE: NM visit

Jason,

Can you call me? I need some info. Thanks,

Carrie

**From:** Kephart, Jason T (Mexico City) [mailto:KephartJT@state.gov]  
**Sent:** Friday, November 11, 2011 8:51 AM  
**To:** McPherson, Carrie, DPS  
**Subject:** Re: NM visit

Carrie I will call you at the top of the hour. The caller ID will come in odd but please answer...

Jason Kephart  
Special Agent/ARSO  
AmEmb Mexico City  
Kephartjt@state.gov  
Tel: 55.4348.1556

---

This message has been sent via BlackBerry

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**To:** Kephart, Jason T (Mexico City)  
**Sent:** Fri Nov 11 09:21:24 2011  
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Carrie

7/21/2012

## Unknown

**From:** bpayne37@comcast.net  
**Sent:** Sunday, November 13, 2011 5:35 PM  
**To:** rti@shaw.ca  
**Cc:** bpayne37; nettitomadrid@cabq.gov; ddnoak@sandia.gov; jrudolf@sendia.gov; maramos@sandia.gov; the.secretary@hq.doe.gov; alexander.morris@hq.doe.gov; amorales58@comcast.net; asklee@eerp.org; jcumbie@cabq.gov; meyorberry@cabq.gov; pjudd@cabq.gov; jhammen@cabq.gov; ddady@bemco.gov; sheriff@bemco.gov; jonbarela2010@yahoo.com; mikemallo5006@comcast.net; williem.payne@nmlegis.gov; psisneros@nmag.gov; info@susana2010.com; dave@radfreenm.org

**Subject:** Re: hello from enita

Hello Anita,

"have never known you to make e big daal about your renk as Raar Admiral. "

Not me.

This is me.

High ionesome wind farm essential non-gas-wasting field trip Saturday, November 12.

bill

**From:** "Anita Langley" <rti@shaw.ca>  
**To:** bpayne37@comcast.net  
**Sent:** Sunday, November 13, 2011 10:50:32 AM  
**Subject:** hello from anita

Bill,

I would make a point that you might not heve considered. In the years I have known you, I In e domain as fickle as the internet, there ere so many thousands of people on soapboxes trying to make a stetemnt that unless people can see in the first few words why your opinion hes more weight and relevance than someone elses, your voice is likely to be lost. In small circles, this doesn't matter because people know and respect you for your eccomplishments. John Q public does not know you are a mathlete and does not know why your comments on Iran matter. It is not bragging to state up front and center that you acheived high rank and worked in very specialized areas requiring high intellect. The navy doesn't mind posting your credentials on your bio, you should consider that your accomplishments give you a free pass through the dung waving soepboxers straight into serious discussion.

We ere very close to mejor settlement checks coming in for platinum group metals. There are enough resources to pay off the US netional debt. We ere struggling with people trying to teke over. I wes nemed in e demend letter for half a billion, crazy. I never heard of these people until they decided to try to extort their way into our circles. Meanwhile, San Francisco cold case homicide is looking at reopening the Paul Morasca case. Paul held the original claims on properties currently under the microscope for platinum, Michael was his partner. The monster (Thompson) we kept in jail over tha recent Cloer case wes responsible for Peul's deeth, they were efter metals extraction technology. SF homicide found benk records in Pauls residence for international eccounts that were used to trenfer October surprise funds. Explosively political case. The funds were chenneled through CREEP (appropriete!), the Committee to Reelect the President (Nixon). It is worth noting that Michael's contacts in Iran were used to set this up. These guys thought the ransom was being paid, but did not know the hostages would be held back as part of the deal. With your interest in Iran, I thought you might like to know.

Good to see you on fecebook. Did you see my suggestion re: fb interview?

Anita

7/21/2012

**Unknown**

**From:** Patrick J. Rogers [patrogers@modrall.com]  
**Sent:** Monday, November 14, 2011 7:43 AM  
**To:** patrogers@modrall.com; kjgato@gmail.com; jay@mccleskeymedia.com;  
 RCangioli@susana2010.com; pafeldman@hotmail.com  
**Subject:** RE: RPNM gala Nov 19th

Let me know by 5 today, if you want tickets.

**From:** Patrick J. Rogers  
**Sent:** Wednesday, November 09, 2011 6:06 AM  
**To:** 'Keith Gardner'; 'Jay McCleskey'; 'Ryan Cangioli'; 'Adam Feldman '  
**Subject:** RPNM gala Nov 19th

Happy Thanksgiving, Turkeys. Who wants to attend the gala RPNM dinner on the 19<sup>th</sup>? Let me know.  
 Pat

--  
 IRS Circular 230 Disclosure: To comply with requirements imposed by the IRS, we inf  
 the Internal Revenue Code or (ii) promoting, marketing or recommending to another pa

-----  
 Modrall, Sperling, Roehl, Harris & Sisk, P.A.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS  
 If the reader of this message is not the intended recipient or agent responsible for  
 This email was Anti Virus checked by Astaro Security Gateway. <http://www.astaro.com>

7/21/2012



**Unknown**

**From:** Linda Pecotte [lindapecotte@gmail.com]  
**Sent:** Monday, November 14, 2011 2:05 PM  
**To:** kronquillo@susana2010.com  
**Subject:** Fwd: new 3 of 5

**Attachments:** RM new 3 of 5 Scan\_Doc0001.pdf

This one failed to go through, so have changed to the "2010" address. It's only 11 pages, so don't know what is going on.

----- Forwarded message -----

**From:** Linda Pecotte <lindapecotte@gmail.com>  
**Date:** Mon, Nov 14, 2011 at 12:57 PM  
**Subject:** new 3 of 5  
**To:** [kronquillo@susanapac.com](mailto:kronquillo@susanapac.com)

The last two emails with attachments that I sent to you via the "susanapac" address were larger than your servers allowed. So, scanning again, and now #'s 3 and 4 are #'s 3, 4, and 5.

Linda Pecotte

1           K. municipalities having adopted home rule  
2 charters and having enacted their own purchasing ordinances;

3           L. the issuance, sale and delivery of public  
4 securities pursuant to the applicable authorizing statute,  
5 with the exception of bond attorneys and general financial  
6 consultants;

7           M. contracts entered into by a local public body  
8 with a private independent contractor for the operation, or  
9 provision and operation, of a jail pursuant to Sections  
10 33-3-26 and 33-3-27 NMSA 1978;

11           N. contracts for maintenance of grounds and  
12 facilities at highway rest stops and other employment  
13 opportunities, excluding those intended for the direct care  
14 and support of persons with handicaps, entered into by state  
15 agencies with private, nonprofit, independent contractors who  
16 provide services to persons with handicaps;

17           O. contracts and expenditures for services or  
18 items of tangible personal property to be paid or compensated  
19 by money or other property transferred to New Mexico law  
20 enforcement agencies by the United States department of  
21 justice drug enforcement administration;

22           P. contracts for retirement and other benefits  
23 pursuant to Sections 22-11-47 through 22-11-52 NMSA 1978;

24           Q. contracts with professional entertainers;

25           R. contracts and expenditures for litigation

1 expenses in connection with proceedings before administrative  
2 agencies or state or federal courts, including experts,  
3 mediators, court reporters, process servers and witness fees,  
4 but not including attorney contracts;

5 S. contracts for service relating to the design,  
6 engineering, financing, construction and acquisition of  
7 public improvements undertaken in improvement districts  
8 pursuant to Subsection L of Section 3-33-14.1 NMSA 1978 and  
9 in county improvement districts pursuant to Subsection L of  
10 Section 4-55A-12.1 NMSA 1978;

11 T. works of art for museums or for display in  
12 public buildings or places;

13 U. contracts entered into by a local public body  
14 with a person, firm, organization, corporation or association  
15 or a state educational institution named in Article 12,  
16 Section 11 of the constitution of New Mexico for the  
17 operation and maintenance of a hospital pursuant to  
18 Chapter 3, Article 44 NMSA 1978, lease or operation of a  
19 county hospital pursuant to the Hospital Funding Act or  
20 operation and maintenance of a hospital pursuant to the  
21 Special Hospital District Act;

22 V. purchases of advertising in all media,  
23 including radio, television, print and electronic;

24 W. purchases of promotional goods intended for  
25 resale by the tourism department;

1 X. procurement of printing services for materials  
2 produced and intended for resale by the cultural affairs  
3 department;

4 Y. procurement by or through the public education  
5 department from the federal department of education relating  
6 to parent training and information centers designed to  
7 increase parent participation, projects and initiatives  
8 designed to improve outcomes for students with disabilities  
9 and other projects and initiatives relating to the  
10 administration of improvement strategy programs pursuant to  
11 the federal Individuals with Disabilities Education Act;  
12 provided that the exemption applies only to procurement of  
13 services not to exceed two hundred thousand dollars  
14 (\$200,000);

15 Z. procurement of services from community  
16 rehabilitation programs or qualified individuals pursuant to  
17 the State Use Act;

18 AA. purchases of products or services for eligible  
19 persons with disabilities pursuant to the federal  
20 Rehabilitation Act of 1973;

21 BB. procurement, by either the department of  
22 health or Grant county or both, of tangible personal  
23 property, services or construction that are exempt from the  
24 Procurement Code pursuant to Section 9-7-6.5 NMSA 1978;

25 CC. contracts for investment advisory services,

1 investment management services or other investment-related  
2 services entered into by the educational retirement board,  
3 the state investment officer or the retirement board created  
4 pursuant to the Public Employees Retirement Act; and

5 DD. the purchase for resale by the state fair  
6 commission of feed and other items necessary for the upkeep  
7 of livestock."

8 Section 3. EMERGENCY.--It is necessary for the public  
9 peace, health and safety that this act take effect  
10 immediately.

---

SB 258  
Page 8



U.S. Department of Justice  
Civil Rights Division

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Special Litigation Section - PHB  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

May 1, 2006

The Honorable Bill Richardson  
Governor of New Mexico  
Office of the Governor  
State Capitol  
Room 400  
Santa Fe, NM 87501

Re: CRIPA Investigation of Fort Bayard Medical Center,  
Bayard, New Mexico

Dear Governor Richardson:

I am writing to report the findings of the Civil Rights Division's investigation of conditions and practices at the Fort Bayard Medical Center ("Ft. Bayard") in Bayard, New Mexico. On April 18, 2005, we notified you of our intent to conduct an investigation of Ft. Bayard pursuant to the Civil Rights of Institutionalized Persons Act ("CRIPA"), 42 U.S.C. § 1997. CRIPA gives the Department of Justice authority to seek remedies for any pattern and practice of conduct that violates the constitutional or federal statutory rights of nursing home residents who are served in public institutions.

In July and October 2005, we conducted on-site inspections of Ft. Bayard with expert consultants in various disciplines. Our first tour focused on the general care and treatment of residents, while our second tour examined the facility's discharge planning and community integration practices. Before, during, and after our site visits, we reviewed a wide variety of relevant facility documents, including policies and procedures, and medical and other records relating to the care and treatment of Ft. Bayard residents. During our visits, we also interviewed Ft. Bayard administrators, professionals, staff, and residents. In keeping with our pledge to share information and to provide technical assistance where appropriate regarding our investigatory findings, we conveyed our preliminary findings to

counsel for the State of New Mexico ("State") and Ft. Bayard administrators during verbal exit presentations at the close of each of our on-site visits. We conveyed our deep concerns about the life-threatening conditions at the facility. Shanetta Y. Cutlar, Chief of the Special Litigation Section, sent a July 25, 2005 letter to counsel for the State of New Mexico memorializing our concerns and documenting the nursing home's inadequate medical care and dangerous psychotropic medication usage and requesting that the State take immediate remedial action to address the most serious deficiencies.

Before outlining our findings, we would like to express our appreciation to the State and to Ft. Bayard staff and administration for the extensive cooperation and assistance provided to us throughout our investigation. We particularly appreciated the assistance of Secretary Michelle Lujan Grisham and Aging and Long-Term Services Secretary Deborah Armstrong. We hope to continue to work with the State and officials at Ft. Bayard in the same cooperative manner going forward.

Consistent with our statutory obligations under CRIPA, I now write to advise you formally of the findings of our investigation, the facts supporting them, and the minimal remedial steps that are necessary to remedy the deficiencies set forth below. 42 U.S.C. § 1997b(a). Specifically, we have concluded that numerous conditions and practices at Ft. Bayard violate the constitutional and federal statutory rights of its residents. In particular, we find that residents of Ft. Bayard suffer significant harm and risk of harm from the facility's inadequate medical and nursing care services; improper and dangerous psychotropic medication practices; failure to provide adequate safety; inadequate nutritional and hydration services; and inadequate restorative care and specialized rehabilitation services. Youngberg v. Romeo, 457 U.S. 307 (1982); Title XIX of the Social Security Act, 42 U.S.C. §§ 1395, 1396r and implementing regulations, 42 C.F.R. § 483 Subpart B (Medicaid and

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Department of Health Secretary Michelle Lujan Grisham responded to Ms. Cutlar's letter on August 12, 2005. In her letter, Secretary Grisham set forth the actions the State pledged to take on an immediate basis to address the dangerous conditions. We appreciate the State's willingness to address these issues on an expedited basis. During our September 2005 tour of Ft. Bayard, we spoke with Secretaries Grisham and Armstrong about our findings and the State's response. We were pleased to note during this tour that the State had taken several steps to begin to remedy the deficiencies we identified.

---

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# DID YOU KNOW?

1-pg  
Signatures  
of  
Contract

DFA CONTRACTS REVIEW BUREAU  
Bataan Memorial Bldg. - Rm. 314  
Santa Fe, NM 87503

PROFESSIONAL SERVICES CONTRACT BRIEF  
CRB 1, Revised 10/06  
(CONTRACT BRIEF MUST BE TYPED)

1 0 0 6 5  
FY Agency Code

0 7 0 0  
Organization Code

1 1 2 3 7  
Contract No.

Amend. No.

Vendor Code:

Contractor Name:

Contractor Address:

Agency Contact:

Valle de Corbe Consulting, LLC

P.O. Box 164 Bayard, NM 88023

Kimberly Polanco

SHARE #:

0 1 1 2 3 7

Phone: 575-534-7546

Phone:

Single-Year Contract:  
\$ Total Contract Amount  
Multi-Year Contract:  
\$ 330,915.00 Total Contract Amount

Appropriation Period:  
FY 10

Contract or Amendment Amount:  
General Fund 53,000.00  
Other State Funds 277,915.00  
Federal Funds 0.00  
Total \$330,915.00

Contract Term: From: 1 / 1 / 1 To: 1 / 2 / 3 1 / 2 / 0 / 1 / 3  
(DFA Approval date to be filled in by Contracts Review Bureau) (Termination Date)

Retroactive: Y/N

Date:

Documents Enclosed: (check one or more of the following):

☒ Contract Agreement

☒ Purchase Document

☐ Contract Amendment

☐ Purchase Document Mod.

☐ Sole Source Determination

☐ Retroactive Justification

☐ Other RFP

☐ Emergency Justification

BRIEF DESCRIPTION OF SERVICES:

Contractor shall direct and coordinate all aspects of the physical plant operations for all building on the FBMC campus.

PROCUREMENT PROCEDURE-Check with X the applicable citation

Section 13-1-125 NMSA 1978, small purchase contract (does not exceed \$50,000 excluding gross receipts tax).

Section 13-1-120 NMSA 1978, competitive proposal for architecture/engineer/landscape/architect/surveyor.

X Section 13-1-111 NMSA 1978, competitive sealed proposal (contract over \$50,000).

Section 13-1-130 NMSA 1978 contract is based upon Price Agreement #

STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF HEALTH  
PROFESSIONAL SERVICES CONTRACT

This CONTRACT is entered into by and between the State of New Mexico, Department of Health, hereafter referred to as "DEPARTMENT", and Valle del Cobre, LLC, hereafter referred to as "CONTRACTOR", and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA").

IT IS AGREED BETWEEN THE PARTIES:

## 1. SCOPE OF WORK

A. The CONTRACTOR shall perform the following work:

1. Direct and coordinate all aspects of physical plant operations for all buildings on the Fort Bayard Medical Center campus.

8. The CONTRACTOR shall be entitled to one hundred and fifty (150) hours per year absence from the plant for vacation, sickness, or personal business. The CONTRACTOR must request approval of this time off in writing. The CONTRACTOR will still be available by telephone for any emergencies and the absence will be covered by qualified supervisors at no cost to the DEPARTMENT.

B. Services will be performed at Fort Bayard Medical Center, 100 Calle El Centro, P.O. Box 26219, Fort Bayard, NM 88036.

IN WITNESS WHEREOF the parties have executed this CONTRACT at Santa Fe, New Mexico. The effective date is the date of approval by the Department of Finance and Administration set out hereinafter.

STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF HEALTH:

By: Alfredo Vigil MD, Secretary

Date: 1/16/09

CONTRACTOR: Valle del Cobre, LLC

By: Rodolfo S. Mandy

Title: CEO

Date: 12/16/09



DFA CONTRACTS REVIEW BUREAU  
Bataan Memorial Bldg. - Rm. 314  
Santa Fe, NM 87503

PROFESSIONAL SERVICES CONTRACT BRIEF  
CRB 1, Revised 10/06  
(CONTRACT BRIEF MUST BE TYPED)

1 0  
FY

6 0 5  
Agency Code

6 7 0 0  
Organization Code

1 1 2 8 7  
Contract No.

Amend. No.

Vendor Code: \_\_\_\_\_ SHARE #: 6 1 1 2 3 7  
Contractor Name: Valle de Corbe Consulting, LLC  
Contractor Address: P.O. Box 164 Bayard, NM 88023 Phone: 575-534-7546  
Agency Contact: Kimberly Polanco Phone: \_\_\_\_\_

Single-Year Contract: \$ _____ Total Contract Amount	Appropriation Period: FY 10	Contract or Amendment Amount: General Fund 53,000.00 Other State Funds 277,915.00 Federal Funds 0.00 Total 330,915.00
Multi-Year Contract: \$ 330,915.00 Total Contract Amount		

Contract Term: From: 1 1 1 1 To: 1 2 1 3 1 1 2 1 0 1 3  
(DFA Approval date to be filled in by Contracts Review Bureau) (Termination Date)

Retroactive: Y/N \_\_\_\_\_ Date: \_\_\_\_\_

Documents Enclosed: (check one or more of the following):

☒ Contract/Agreement ☒ Purchase Document ☐ Contract Amendment ☐ Purchase Document Mod.  
☐ Sole Source Determination ☐ Retroactive Justification ☐ Other RFP ☐ Emergency Justification

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Section 13-1-125 NMSA 1978, small purchase contract (does not exceed \$50,000 excluding gross receipts tax).  
Section 13-1-120 NMSA 1978, competitive proposal for architect/engineer/landscape/architect/surveyor.  
X Section 13-1-111 NMSA 1978, competitive sealed proposal (contract over \$50,000).  
Section 13-1-129 NMSA 1978, contract is based upon Price Agreement #  
Section 13-1-129 NMSA 1978, contract is based upon GSA (please provide all required information)  
Section 13-1-126 NMSA 1978, sole source procurement (requires written determination and DFA approval).  
Section 13-1-127 NMSA 1978, emergency procurement.

REQUIREMENTS-Enter Y (yes) to verify the following mandatory requirements:

Y The agency certifies to DFA that all relevant requirements of the Procurement Code have been followed.  
Y The agency certifies to DFA that the contractor will perform at all times as an independent contractor for the purpose of IRS tax compliance and is not performing services as an employee of the agency.  
Y The agency certifies to DFA that the agency has performed a legal review and the contract is in compliance with all federal and state laws, rules and regulations.

OTHER REQUIREMENTS-Enter Y (yes), N (no) or N/A (not applicable) to each of the following:

Y The agency certifies to DFA that Performance Measures have been outlined as required (attach valid section of strategic plan).  
Y The agency certifies to DFA that the contract complies with GSD rules regarding indemnification and insurance.  
Y The agency certifies to DFA that the requirements of the Governmental Conduct Act, Section 10-16-1 NMSA 1978 regarding conflict of interest with public officers or state employees have been followed. The agency certifies to DFA that the Attorney General's review has been obtained because:

☐ Contract with former state employee

☒ Contract with present state employee

N/A The agency certifies to DFA that any required performance bonds have been obtained. Section 13-1-145 NMSA 1978

Cabinet Secretary, Agency Head or Designee Title

1/6/10  
Date

DFA USE ONLY			
Category	_____	Date Received CRB	_____
Status	_____	Date Approved CRB	_____
Amendment Type	_____	Staff	_____
Amendment Type	_____		
PURCHASE DOCUMENT			
Number	Amount	Date to FCD	Date from FCD
_____	_____	_____	_____
_____	_____	_____	_____
			Comments:

**STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF HEALTH  
PROFESSIONAL SERVICES CONTRACT**

This CONTRACT is entered into by and between the State of New Mexico, Department of Health, hereafter referred to as "DEPARTMENT", and Valle del Cobre, LLC, hereafter referred to as "CONTRACTOR", and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA").

IT IS AGREED BETWEEN THE PARTIES:

**1. SCOPE OF WORK**

A. The CONTRACTOR shall perform the following work:

1. Direct and coordinate all aspects of physical plant operations for all buildings on the Fort Bayard Medical Center campus.
2. Oversee physical plant budgeting, staffing, record keeping, contracts, grounds and utility systems.
3. Provide strategic planning and guidance in the development, coordination, implementation of physical plant capital renewal and modernization projects for Fort Bayard Medical Center.
4. Research, identify and assess campus-wide capital renewal and deferred maintenance needs.
5. Ensure compliance with all applicable legal and regulatory bodies to include: Health Facility Licensing and Certification, Centers of Medicare and Medicaid Services, State Fire Marshall, The Joint Commission, Department of Justice and Veterans Administration.
6. Coordinate projects with GSD's Property Control Division, New Mexico Historical Preservation Division and outside contractors.
7. Serve as liaison between Fort Bayard Medical Center and Jaynes Corporation in building of new facility.
8. The CONTRACTOR shall be entitled to one hundred and fifty (150) hours per year absence from the plant for vacation, sickness, or personal business. The CONTRACTOR must request approval of this time off in writing. The CONTRACTOR will still be available by telephone for any emergencies and the absence will be covered by qualified supervisors at no cost to the DEPARTMENT.

B. Services will be performed at Fort Bayard Medical Center, 100 Calle El Centro, P.O. Box 26219, Fort Bayard, NM 88036.

1. The CONTRACTOR will be available for needed assistance 24/7 during the contract period.
2. The DEPARTMENT will provide access to the DOH website, internet service and e-mail, as well as suitable equipment for access.

C. Performance Measures

CONTRACTOR shall substantially perform the following Performance Measures:

1. Ensure regulatory and legal compliance for all aspects of physical plant operations.
2. Provide monthly reports on all aspects of physical plant operations to the Fort Bayard Medical Center Administrator and Senior Staff.
3. Attend all facility meetings where physical plant operation topics are discussed.

2. LICENSURE

The CONTRACTOR agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the DEPARTMENT. The CONTRACTOR agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the DEPARTMENT if requested in writing.

3. COMPENSATION

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$330,915.00. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The DEPARTMENT shall pay to the CONTRACTOR in full payment for services satisfactorily performed at the rate of fifty dollars \$50.00 per hour, such compensation not to exceed \$330,915.00 including gross receipts tax. Payment is subject to availability of funds pursuant to the Appropriations Paragraph 6 set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1. Scope of Work, and to approval by the DEA. All invoices MUST BE received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

C. The DEPARTMENT shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$55,152.50 dollars in FY2010. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$110,305.00 in FY2011. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$110,305.00 in FY2012. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$55,152.50 in FY2013.

D. Payment in FY10, FY11, FY12, and FY13 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DEA. All invoices **MUST BE** received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

E. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the DEPARTMENT finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the DEPARTMENT that the services have been received and accepted, payment shall be rendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DEPARTMENT shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

#### 4. TERM

This CONTRACT shall not become effective until approved by the Department of Finance and Administration. This CONTRACT shall terminate on **December 31, 2013**, unless terminated pursuant to Article 5, *infra* or Article 6. In accordance with NMSA 1978, Section 13-1-150 no contract term, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

#### 5. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party, provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT BREACH OF THIS AGREEMENT.

#### 6. APPROPRIATIONS

A. The terms of this CONTRACT are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the DEPARTMENT, this CONTRACT may be terminated or amended to a lower amount of funds upon written notice

## Unknown

**From:** Linda Pecotte [lindapecotte@gmail.com]  
**Sent:** Monday, November 14, 2011 2:06 PM  
**To:** kronquillo@susana2010.com  
**Subject:** Fwd: new 4 of 5  
**Attachments:** RM new 4 of 5Scan\_Doc0001.pdf  
same thing-different address

----- Forwarded message -----

**From:** **Linda Pecotte** <lindapecotte@gmail.com>  
**Date:** Mon, Nov 14, 2011 at 1:09 PM  
**Subject:** new 4 of 5  
**To:** [kronquillo@susanapac.com](mailto:kronquillo@susanapac.com)

7. If given by the DEPARTMENT to the CONTRACTOR. If the DEPARTMENT proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT upon thirty (30) days written notice to the DEPARTMENT.

B. The decision of the DEPARTMENT as to the amount of CONTRACT funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the CONTRACTOR.

#### 7. TERMINATION MANAGEMENT

If this CONTRACT is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the CONTRACT, immediately upon receipt by either the DEPARTMENT or the CONTRACTOR of written notice of termination, the CONTRACTOR shall: 1) not incur any further obligations for salaries, services or any other expenditures of funds under this CONTRACT without the written approval of the DEPARTMENT; 2) continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the DEPARTMENT during the period of termination management; This requirement is not avoided by an inadvertent expiration of term for the CONTRACT. In this event the DEPARTMENT shall extend the term until all transition of services are completed; 3) comply with all directives issued by the DEPARTMENT in the notice of termination as to the performance of work under this CONTRACT; 4) take such action as the DEPARTMENT shall direct for the protection, preservation, retention or transfer of all property titled to the DEPARTMENT and client records generated under this CONTRACT on the date of termination of this CONTRACT, the CONTRACTOR shall furnish to the DEPARTMENT: (a) a complete detailed inventory of nonexpendable DEPARTMENT property as defined in Article 23 (Property) of this CONTRACT, and (b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this CONTRACT regarding financial records.

#### 8. STATUS OF CONTRACTOR

The CONTRACTOR, its agents and employees, are independent contractors performing professional services for the DEPARTMENT and are not employees of the DEPARTMENT. The CONTRACTOR, and its agents and employees, shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. CONTRACTOR, its agents and employees shall not be entitled to any of the benefits afforded employees of the DEPARTMENT including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this CONTRACT. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

#### 9. GOVERNING BODIES

A. The parties agree that the Governing Bodies of the CONTRACTOR shall have the right and responsibility to establish policy for the CONTRACTOR, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent or agents. By such delegation, employees and/or agents of the CONTRACTOR must conduct the operation of the CONTRACTOR consistent with the policies and procedures approved by the Governing Bodies.

B. If the CONTRACTOR is not a corporation but a single proprietorship or a partnership, the above requirements of paragraph A do not apply.

#### 10. ASSIGNMENT

The CONTRACTOR shall not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the DEPARTMENT.

**11. SUBCONTRACTING**

The CONTRACTOR shall not subcontract any portion of the services to be performed under this CONTRACT without the prior written approval of the DEPARTMENT.

**12. RECORDS AND FINANCIAL AUDIT**

The CONTRACTOR shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the CONTRACT term and retain them for a period of three (3) years from the date of final payment under the CONTRACT. The records shall be subject to inspection by the DEPARTMENT, the Department of Finance and Administration and the State Auditor. The DEPARTMENT shall have the right to audit billings both before and after payment; payment under this CONTRACT shall not foreclose the right of the DEPARTMENT to recover excessive or illegal payments.

**13. AUDIT REQUIREMENTS**

**ANNUAL FINANCIAL REPORTS**

A. The CONTRACTOR receiving federal funds in excess of \$500,000 in any single year that are subject to the Single Audit Act shall submit to the DEPARTMENT an audit conducted by a Certified Public accountant in compliance with the Single Audit Act.

B. The CONTRACTOR receiving federal funds in excess of \$500,000 that are otherwise exempt from the Single Audit Act or state funds from the DEPARTMENT in excess of \$100,000 in any single year shall submit to the DEPARTMENT Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant.

C. Applicable annual financial reports shall be submitted to the DEPARTMENT no later than six months following the close of the Contractors' fiscal year.

D. To ensure proper delivery and receipt, the CONTRACTOR shall submit their annual financial reports to:

Department of Health  
Office of Internal Audit  
ATTN: Financial Review  
P.O. Box 26110  
Santa Fe, New Mexico 87502-6110

E. Unless allowable under provisions of the Single Audit Act or other specific CONTRACT provisions, CONTRACTORS shall not request payment from the DEPARTMENT for the cost of preparation of annual financial reports required by this Article.

**14. RELEASE**

Final payment of the amounts due under this CONTRACT shall operate as a release of the DEPARTMENT, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this CONTRACT.

**15. PRODUCT OF SERVICES COPYRIGHT**

A. All materials or products developed or acquired by the CONTRACTOR under this CONTRACT shall become the property of the State of New Mexico and shall be delivered to the DEPARTMENT no later than the termination date of this CONTRACT. Nothing produced, in whole or in part, by the CONTRACTOR under the CONTRACT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

B. Client information developed under this CONTRACT may not be used by the CONTRACTOR or be transferred to a third party in any form, including aggregate data, without the express written permission of the DEPARTMENT, except to fulfill the provisions of the Scope of Work under this CONTRACT.

**16. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

The CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR agrees to comply with the requirements of the New Mexico Financial Disclosure Act (NMSA 1987, Section 10-16A-1, et seq.) and the Governmental Conduct Act (NMSA 1978, Section 10-16-1 et seq.) as applicable. The CONTRACTOR represents and warrants that the services to be performed under this CONTRACT shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

**17. AMENDMENT**

This CONTRACT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. From time to time and in accordance with changes in State and Department policy, this CONTRACT shall be amended to comport with current policy, rules, regulations and law.

**18. MERGER**

This CONTRACT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT. All attachments are incorporated and made a part of this CONTRACT.

**19. SEVERABILITY**

If any portion of this CONTRACT is determined to be void, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, the remainder of this CONTRACT will remain in full force and effect.

**20. INDEMNIFICATION**

A. The CONTRACTOR shall defend, indemnify and hold harmless the DEPARTMENT from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this CONTRACT, caused by the negligent act or failure to act of CONTRACTOR, its officer, employees, servants, or agents, or if caused by the actions of any client of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this CONTRACT.

B. In the event that any action, suit or proceeding related to the services provided by the CONTRACTOR under this CONTRACT is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable, but no more than two (2) working days after notice of such action, suit or proceeding, notify the Office of General Counsel of the Department and the Risk Management Division of the New Mexico General Services Department by certified mail.

**21. LIABILITY INSURANCE**

The parties to this CONTRACT shall maintain professional or general liability insurance, as applicable, for all services provided under this CONTRACT and shall supply evidence of such coverage upon the Department's request.



**22. CLIENT RECORDS AND INFORMATION**

A. The CONTRACTOR shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DEPARTMENT.

B. The CONTRACTOR shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DEPARTMENT.

C. The CONTRACTOR shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the CONTRACTOR may reasonably be expected to have access to Departments' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, CONTRACTOR shall execute the HIPAA Business Associate Agreement, which is hereby incorporated and made part of this CONTRACT as Attachment 1.

**23. PROPERTY**

A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase CONTRACT, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under this CONTRACT shall immediately vest in the DEPARTMENT upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR under this CONTRACT, shall immediately vest in the DEPARTMENT upon 1) issuance for use of such property in the performance of this CONTRACT or 2) use of such property in the performance of this CONTRACT or 3) reimbursement of the cost thereof by the DEPARTMENT, whichever first occurs.

B. Title to the DEPARTMENT property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of DEPARTMENT property so as to assure its full availability and usefulness for performance under this CONTRACT. In the event the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to DEPARTMENT property during the period of this CONTRACT, it shall use the proceeds to repair or replace the DEPARTMENT property.

**24. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this CONTRACT, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this CONTRACT, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this CONTRACT.

**25. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In

accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**26. WORKERS' COMPENSATION ACT**

The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this CONTRACT may be terminated by the DEPARTMENT.

**27. POLITICAL ACTIVITY**

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**28. LOBBYING**

The CONTRACTOR shall not use any funds provided under this CONTRACT, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et seq., and applicable federal law.

**29. PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 to 13-1-99, imposes both criminal and civil penalties for violation of its provisions. New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

**30. GRANT**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**31. NON-WAIVER**

The failure of a party to insist upon strict adherence to any provision of this CONTRACT on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other of this CONTRACT.

**32. NOTICES**

Any notice required to be given by this CONTRACT will be in writing and will be delivered in person, by electronic facsimile, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the DEPARTMENT: New Mexico Department of Health  
P.O. Box 26116  
1190 St. Francis Drive, Rm. N4095  
Santa Fe, NM 87502-6110

To the CONTRACTOR: Valle del Cobre, LLC.  
Rodolpho S. Martínez, CEO  
P.O. Box 164  
Bayard, NM 88023

**33. AUTHORITY**

If CONTRACTOR is other than a natural person, the individual(s) signing this CONTRACT on behalf of CONTRACTOR represent and warrant that he or she has the power and authority to bind CONTRACTOR, and that no further action, resolution, or approval from CONTRACTOR is necessary to enter into a binding contract.

**34. New Mexican Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on

quantity and providing for an indeterminate number of orders to be placed against it. Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

This section left blank intentionally

IN WITNESS WHEREOF the parties have executed this CONTRACT at Santa Fe, New Mexico. The effective date is the date of approval by the Department of Finance and Administration set out hereinafter.

STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF HEALTH:

By: Alfredo Vega MD, Secretary  
Date: 1/10/10

CONTRACTOR: Valle del Cobre, LLC

By: Rodolfo S. Mantia  
Title: CEO  
Date: 12/16/09

CERTIFIED FOR LEGAL SUFFICIENCY:

By: Kerrona L. Schmidt  
Department of Health  
Assistant General Counsel

Date: 1/4/2010

TAXATION AND REVENUE:

The CONTRACTOR is registered for the payment of gross receipts taxes to the State of New Mexico.

N.M. Tax Identification #: 03-153858-00-4

By: Julia Arco  
Taxation and Revenue Department

Date: 12/22/09

DEPARTMENT OF FINANCE AND ADMINISTRATION:

This CONTRACT is approved and effective the date shown:

By: Gregory Gardis  
State Contracts Officer

Date: 01/11/10



## DFA CONTRACTS REVIEW BUREAU

Bataan Memorial Bldg., Rm. 314

Santa Fe, NM 87503

## PROFESSIONAL SERVICES CONTRACT BRIEF

CRB 1, Revised 10/06

(CONTRACT BRIEF MUST BE TYPED)

FY 00

Agency Code 0000

Organization Code 0000

Contract No. 11237

Amend. No. 00

Vendor Code:

Contractor Name:

Valle de Corbe Consulting, LLC

SHARE #:

Contractor Address:

P.O. Box 164 Bayard, NM 88023

Phone:

575-534-7546

Agency Contact:

Kumert Polanco

Phone:

Single-Year Contract:  
Total Contract Amount:

Appropriation Period:

FY 10

Contract or Amendment Amount:

General Fund 53,000.00

Other State Funds 277,915.00

Federal Funds 0.00

Total \$330,915.00

Multi-Year Contract:  
Total Contract Amount:

\$ 330,915.00

Contract Term: From: 11/1/10 To: 12/31/10  
(DFA Approval date to be filled in by Contracts Review Bureau) (Termination Date)

Retroactive: Y/N

Date:

Documents Enclosed: (check one or more of the following:)



Contract/Agreement



Purchase Document



Contract Amendment



Purchase Document Mod.



Sole Source Determination



Retroactive Justification



Other RFP



Emergency Justification

## BRIEF DESCRIPTION OF SERVICES:

Contractor shall direct and coordinate all aspects of the physical plant operations for all building on the FBMC campus.

## PROCUREMENT PROCEDURE-Check with X the applicable citation

Section 13-1-125 NMSA 1978, small purchase contract (does not exceed \$50,000 excluding gross receipts tax).

Section 13-1-120 NMSA 1978, competitive proposal for architect/engineer/landscape/architect/surveyor.

X

Section 13-1-111 NMSA 1978, competitive sealed proposal (contract over \$50,000).

Section 13-1-129 NMSA 1978, contract is based upon Price Agreement #

Section 13-1-129 NMSA 1978, contract is based upon GSA (please provide all required information)

Section 13-1-126 NMSA 1978, sole source procurement (requires written determination and DFA approval).

Section 13-1-127 NMSA 1978, emergency procurement.

## REQUIREMENTS-Enter Y (yes) to verify the following mandatory requirements:

Y

The agency certifies to DFA that all relevant requirements of the Procurement Code have been followed.

Y

The agency certifies to DFA that the contractor will perform at all times as an independent contractor for the purpose of IRS tax compliance and is not performing services as an employee of the agency.

Y

The agency certifies to DFA that the agency has performed a legal review and the contract is in compliance with all federal and state laws, rules and regulations.

## OTHER REQUIREMENTS-Enter Y (yes), N (no) or N/A (not applicable) to each of the following:

Y

The agency certifies to DFA that Performance Measures have been outlined as required (attach valid section of strategic plan).

Y

The agency certifies to DFA that the contract complies with GSD rules regarding indemnification and insurance.

Y

The agency certifies to DFA that the requirements of the Governmental Conduct Act, Section 14-16-1 NMSA 1978 regarding conflict of interest with public officers or state employees have been followed. The agency certifies to DFA that the Attorney General's review has been obtained because:

Contract with former state employee



Contract with present state employee

N/A

The agency certifies to DFA that any required performance bonds have been obtained. Section 13-1-145 NMSA 1978

Cabinet: Secretary, Agency Head or Designee

Title

Date 1/6/10

## DFA USE ONLY

Category

Status

Amendment Type

Amendment Type

Date Received CRB

Date Approved CRB

Staff

Comments:

## PURCHASE DOCUMENT

Number

Amount

Date to FCD

Date from FCD

User:  Password:

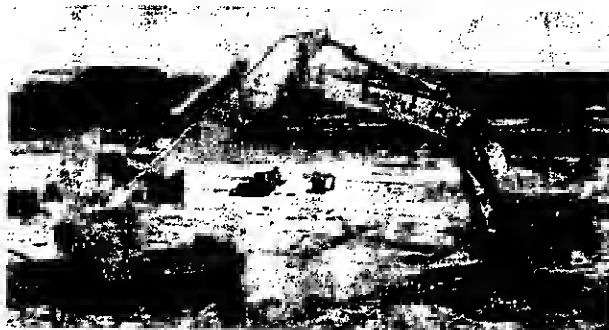
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Directory - Article Detail



Replacing an institution that is more than 140 years old could be intimidating for some, but **Jaynes Corp.**'s extensive experience as a general contractor positions itself to blend history with modern-day technology. Jaynes is constructing the 137,000-square-foot Fort Bayard Medical Center, which is located north of Santa Clara, N.M., and scheduled to be completed by December 2010.

Located near Silver City, the approximately \$48 million hospital will replace the existing medical facility that was built in the early 1930s. It was originally founded in 1865 as a U.S. Cavalry outpost due to the healing qualities of the high altitude and dry, sunny climate. By 1922, it became a Veterans Administration Hospital, and in the mid-1960s, under the direction of the state of New Mexico Department of Health (NMHDH), it began operation as a long- and intermediate-care facility, providing geriatric and orthopedic nursing services with in- and out-patient programs.

In 2006, the New Mexico Department of Health determined that a new facility should be constructed to provide a more effective, contemporary, patient-centered environment for healthcare. Dekker/Perdy/Sabatini was chosen to design the replacement facility to offer a non-institutional, residential scale, "village style" environment for healthcare.

Jaynes Corp. is serving as the design/build contractor for the medical center that will sit on 15 acres of land. The project will have multiple single-story buildings with 733 patient beds, which will consist of:

- 81 skilled nursing beds
- 93 intermediate care beds
- 40 Veterans Administration patient beds
- 20 chemical dependency beds

In addition, the facility will have themed healing garden plazas, ranging from an activities-fitness plaza to a quiet, meditative plaza outside of a library or chapel. Fort Bayard Medical Center will also feature Southwestern architecture, emulating its historical past. Jaynes Corporation has extensive experience in building medical facilities like Fort Bayard throughout the Southwest.

Weathering Challenges

Because the new Fort Bayard Medical Center sits on the side of a mountain, Project Manager Philip Tenorio says, "Rock blasting was a challenge - we basically had to carve off the side of a granite mountain and level it off. Big equipment, including tracked drilling rigs, D-9 Cat bulldozers, and an onsite rock crusher - equipment typically used in the mining industry - were used to accomplish this task.



Public safety was a great concern, he adds. Setting off thousands of pounds of explosives and carving boundaries to fit hundreds of feet into the air adjacent to the existing medical facility and a public park comes with a

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Herivel Phelps Construction Co. - FORSCOM/USARC

All parties worked as a team to build a moment-resisting steel frame building, a 10-story, 100,000-sq-ft global embassy. Herivel Phelps Construction Co. is one of the most successful general contractors in the United States for government building.

fair share of safety concerns." Jaynes hired Silver City, N.M.-based Fowler Brothers excavating to ensure this difficult task was executed flawlessly.

"Logistically, [the location has] been a big challenge," Tenorio says, noting that Fort Bayard is located about four-and-a-half hours away from Jaynes' Albuquerque, N.M., office. "Having everyone meet regularly is difficult, so we're [conducting very effective interactive meetings] via the Internet, so architects, engineers, consultants, and subcontractors managers, don't have to go to the site every day."

In addition, all of the project's correspondence including plans, specification, shop drawings, submittals, invoices and pay applications are electronically formatted, which gives all team members easy access to documents, which speeds up the process. Being paperless is also a way Jaynes can remain environmentally friendly, Tenorio says.

#### Doing it Right the First Time

Using the design/build approach has helped Jaynes expedite work. "We were able to start the project with only the foundation permit," Tenorio states. "It helped us gain time on schedule, we started foundations while we were finishing the design." Additionally, Jaynes is using building information modeling (BIM) to help coordinate with subcontractors. "[BIM] helps extensively in clash detection between structural, HVAC, plumbing, fire protection, electrical and special systems; this enables subcontractors to grandfather as much as possible, especially when the job site is about four hours away," Tenorio says.

"The owner, architect and engineers are also involved in BIM coordination meeting so the entire team can visualize the end product and make decisions accordingly," he notes. "It is important for everything to be done right the first time."

#### Fostering Independence

The new Fort Bayard facility aims to change the perception that a medical institution is for the frail and elderly. Instead, the facility wants to foster independence. "It would emphasize patient care with variety and spontaneity that creates an enriched community of healing, which may succeed where sometimes medication and therapy cannot," Tenorio says.

The architectural character of the facility is unmatched, Jaynes describes. "There are five buildings, compactly arranged and connected by transparent, weather-enclosed, pedestrian links. The perimeter patient residence buildings focus inward onto a village town square building, housing a gathering room, chapel, resident and staff dining hall, skills training center, hair styling shop, boutique, medical clinic and other social service areas."

Fort Bayard's in-patient residence buildings consist of double-loaded bedroom corridors. Each building has its own dining hall and activity rooms. In addition, the facility has an Alzheimer's patient support area that features a large "wandering room," which is connected to an outdoor garden.

#### Solving Conflicting Issues

As a state-owned building, Fort Bayard Medical Center is required to achieve a LEED silver certification. "Since healthcare facilities are typically designed first to provide effective patient care and are intensive users of energy and water, this can make them directly opposed to sustainable building requirements of the LEED program," Jaynes explains.

However, Tenorio notes that Jaynes is incorporating green features to ensure environmental sensitivity the following are some examples:

- Energy-efficient lighting
- Efficient HVAC systems, which incorporate evaporative cooling
- Energy-efficient roofing system
- Energy-efficient exterior insulation finish system
- Low-flow water fixtures
- Water-efficient landscaping
- Low VOC-emitting materials
- Recycled content in construction materials
- Use of regional material
- Reusing furniture from the existing facility
- An environmental education program for the end-users

"[These] are some of the strategies that have been implemented to enable the facility to meet the sometimes conflicting goals of sustainability and patient care, yet still receive a LEED silver certification," the company says.

#### Extensive Portfolio

With offices in Albuquerque and Farmington, N.M.; Durango, Colo.; Las Vegas; and San Diego, Jaynes says it maintains an excellent reputation throughout the Southwest. Jaynes has extensive construction experience in commercial, healthcare, retail, education, hospitality, warehouse and distribution and government projects, as well as multifamily residences, structural concrete and pre-engineered buildings.

"Jaynes has met the challenge of time and technology to become a recognized leader in the construction industry," the company says. "Our success has come from a set of values that serve as the cornerstone of our corporate philosophy. Jaynes' value system is keyed to basics - integrity, trust, safety, skill and confidence are values we cherish."

#### PortSide Builders Inc.

Emphasizing remodeling over new construction is helping PortSide Builders. When construction of new homes in the Fox River Valley, of northeastern Wisconsin and residences in northern California peninsula Door County slowed, PortSide Builders Inc. turned to its remodeling business. By Lisa Raper

Hard Rock Hotel & Casino Expansion Project  
Hard Rock Hotel & Casino is undergoing an \$80M casino expansion project. A historic expansion of one of Las Vegas' most popular attractions is now open to visitors. By Jim Harris

#### Collegiate

##### The Latest

[GTC Joint Venture - East Side Access Queens](#)  
Jun 21, 2010

Three pros are at work on one of New York's largest projects. The long-awaited Metropolitan Transportation Authority's East ...

#### Construction Today

##### Local Construction

##### Western U.S. & W.

##### Florida - Atlantic Region

##### Great Lakes

##### GTC Joint Venture - East Side Access Queens



What makes Teyner unique is its commitment to quality. Teyner asserts, "Our extensive quality assurance program which includes full time onsite employees dedicated to quality, hiring outside consultants with extensive experience and constantly using state-of-the-art technology is what sets us apart," he states.

"Our focus is on building a strong team that manages the project - especially [the Fort Bayard] project - all the way from super-intendents to foremen, quality assurance, safety and project engineering. We always keep the owner's objectives in mind."

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## Unknown

**From:** Linda Pecotte [lindapecotte@gmail.com]

**Sent:** Monday, November 14, 2011 2:10 PM

**To:** kronquillo@susana2010.com

**Subject:** new 5 of 5

**Attachments:** RMnew 5 of 5 Scan\_Doc0001.pdf

This completes the file. If I get error reports, I'll break what you haven't received down to even smaller attachments. Linda Pecotte

bruary 2009 where she  
aded guilty to conspiracy  
commit first-degree  
happening. She also will  
ve her plea discharged.  
Two other officers were  
itally accused in the case.  
sey Young and Tobias  
adriguez also had their  
arges dropped due to lack  
evidence.  
Coronado has filed a  
nitor against Grant  
unity. The police says  
e investigation into the  
cident was inadequate  
id there wasn't "sufficient  
liable information" to  
arrant charges.  
Coronado also said he  
ans to determine if there  
a basis for a civil rights  
nation claim.  
**leeting planned**  
The Hurley Town Council  
ndidates for the March  
election will be at the  
V Art Gallery, 99 Cortez  
e., on Sunday, Feb. 28,  
3 p.m.  
Mayoral candidates are  
y Baca, Thomas Meyer  
d Edward Encinas.  
Town Council candidates  
clude Freddie Rodriguez  
d Richard Maynes.  
The meeting is  
formal and will allow  
ndidates to state their  
ifications, followed by  
brief question-and-answer  
sion, according to a press  
lease.  
For more information,  
ll 537-0300.

Commissioner Christy Miller asked to table the reports, "due to the new format and our concerns over some items."  
Commissioner Jovita Gonzales said: "There are things that stand out. I questioned some of them. I know the treasurer's office is working on them, but I would feel more comfortable if we tabled them until we make sure the balances are correct."  
Earl Montoya, Grant County citizen, said that, until the last meeting, he had not attended the sessions for about six months.  
"All this time, the treasurer is still not on top of things," Montoya said. "What action are you going to take to find out where we are financially? You need to do something to help this man or get someone else to do it."  
James Baldwin, county resident, said that not only has he been concerned about the lack of treasurer's reports, "but the treasurer is not in attendance at this meeting, and that is a concern. What did we do before computers? Are we so removed, we can't do ciphering? Mike Morones brought things up-to-date. Maybe he can do that again with pencil and paper and a calculator. It would be good to know if the county is solvent and how much we have."  
During commission reports, Miller asked about the recycling bins that are missing from Walmart and near Gough Park.  
Gonzales said she and County Manager Jon Paul Saari attended a recent Solid Waste Authority meeting.  
"What's happening is that people are throwing trash into the bins, and they're even found dead animals in the bins at Walmart," Gonzales said. "They are addressing the issue."  
Baldwin said he is a recycler, and without the bins everything goes into the landfill and depletes the space.  
Chairwoman Mary Ann Sedillo recently attended a Valentine's Day party at the Silver City Senior Center.

## Martinez takes on new responsibilities as a contractor at Fort Bayard

REPORTS Page 7B

District 39 Rep. Rodolpho S. "Rudy" Martinez has taken on a new responsibility, according to a contract he signed in December.  
He serves as a member of the Interim Revenue Stabilization and Tax Policy, Transportation and Public Works and Taxation and Revenue committees, as well as being an adviser to five committees, including one of 22 advisers to the Interim Legislative Health and Human Resources Committee.  
Martinez is employed as a contractor by the Department of Health to provide services at the Fort Bayard Medical Center campus, where he was once a full-time facilities services manager. A call by the Daily Press to Fort Bayard Medical Center confirmed that Martinez is working as a contractor for the facility.  
The contract, which Martinez signed Dec. 16, 2009, as chief executive officer of Valle del Cobre LLC, an exempt corporation formed in New Mexico in August 2009, was signed Jan.

Feb 26, 2010 Silver City Daily Press

food. It is wonderful to see the seniors having fun."  
She invited Vietnam veteran Armando Amador to speak. "Is the county insurance going to cover vandalism at the Forgotten Veterans Memorial?" he asked. "The lenses for the helicopter cost \$156 each, and we've replaced them with our own money. Also a light was run over. We're still raising money to continue to work on the park."  
Amador said he had found several baseballs that must have been used to break the lenses.  
Saari said he is looking into the insurance issue, and would check with Public Works about installing cages on the lenses to prevent breakage. Commissioners approved the expenditure reports for Feb. 10 for \$932,107.52 and for Feb. 24, \$855,038.30, and checks will be issued.  
Saari said having cut back on credit cards has led to substantially savings for the county. Only department heads and their deputies have cards now for minor expenses that do not require a purchase order.  
Montoya asked how many cards are in the hands of county employees.  
Saari said the number has been reduced from about 160 to about 30. Montoya also asked why the treasurer did not give the expenditure reports. Saari replied that budgeting and expenditures are under his department.  
Sedillo read a proclamation naming March as "Grant County Women's History Month." More than 40 women attended the meeting to hear the proclamation, and Sedillo invited several to speak.  
Elizabeth Foster, parade coordinator, invited everyone — "not only women, but the men who love women" — to take part in the parade at 2 p.m. Sunday, March 7, to celebrate the 99th anniversary of Women's History Month. "Women in history have been consistently overlooked," she alleged.

## VALOR Page 6B

bodies, coordinating projects with General Services Department Property Control Division, and serving as liaison between FBMC and Jaynes Corporation in building the replacement facility.  
A note of interest in the contract is that Martinez will be entitled to 150 hours per year absence from the plant for vacation, sickness or personal business. One hundred and fifty hours equals 18.75 eight-hour days.

MARTINEZ Page 6B

(I may have the rest of the article, but this shows there was some concern/questions about this hire)

# Contract

CONTINUED FROM PAGE 1A

Above, Jaynes Construction workers continue to complete medical center at Fort Bayard. The facility has an estimated construction work is ahead of schedule.

NEWS 3 28-10

## Lawmaker defends contract

By Terrance Vestal

Sun-News reporter

FORT BAYARD — The selection of a company owned by state Rep. Rudy Martinez, D-Bayard, to manage maintenance at the new Fort Bayard Medical Center has led to some allegations of favoritism, but both Martinez and a New Mexico Department of Health official insist that the contract was awarded in compliance with all state laws.

Martinez, whose company,



Rudy Martinez

He said he created Valle del Cobre in August 2009 so he could make a proposal.

See CONTRACT, page 11A

According to Deborah Buscmeier, spokeswoman for the New Mexico Department of Health, the request for proposals was published on Oct. 9, 2009, in the Las Cruces Sun-News.

"We used the Las Cruces newspaper since it is the closest large city to Fort Bayard Medical Center," Buscmeier said.

She said the request also was posted on the department's Web site from Oct. 9, 2009, to Nov. 9, 2009.

The purpose of the request, according to state documents, was "to select an individual to be responsible for physical plant operations including maintenance, environmental services, laundry services and safety. This position will also act as liaison between the Department of Health and Jaynes Corporation in the construction and transition to the new facility currently under construction."

Martinez was the only one who responded to the request, Buscmeier said.

Under the contract, Martinez stands to make up to \$55,152 from Jan. 1 to June 30. For fiscal year 2011 (July 2010 to June 2011), he could make up to \$110,305, which is the same amount Martinez could make in fiscal year 2012. The contract extends to the first half of fiscal year 2013.

Martinez said the contract is neither an extension to

ment switched to Piñon Management Inc. The Department of Health had to step in and take over management of the facility in June 2009 when Piñon Management left Fort Bayard.

Katrina Hotrum, deputy secretary for facilities for the New Mexico Department of Health, said Martinez had to meet a certain set of criteria spelled out in the request for proposals. And, he has experience at the facility in the role the department needs him to fill, she said.

In looking at the monetary compensation, people need to take into consideration what expenses Martinez will have to cover, Hotrum said.

"This is not exorbitant, not in my opinion," Hotrum said. "He is going to have to pay for his own insurance, any sort of professional bonding and licensing and gross receipts taxes, he is going to have to cover that. We (the department) think this is reasonable."

Martinez said the immensity of that is circulating is politically motivated.

"Some people are trying to target me and trying to make it look like I used political favors to get this job," Martinez said. "I've had this job since March 2006 before I was a state representative. I guess some people think that because I'm a state representative, I don't need to

008.

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swoman for it of Health. ly, said after finished, the ected by the Health In- vision's "life il be a transi- and furniture are moved to

ng-by-wing," doing this as re transition

which Grant estimated at which owns n in revenue

AD, page 11A

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interest of scoring nts, Republican e refuse to exact responsibility. he interest of the

## Update from Silver City

2 messages

Linda Pecotte <lindapecotte@gmail.com>  
To: Diane Hamilton <tavish38@gmail.com>

Fri, Feb 4, 2011 at 10:38 PM

Hi Diane,

If you will email me updates/needs concerning your Bill or other legislation, I can get it out to all very quickly, so feel free. My phone number is 575.538.1923 and email is [lindapecotte@gmail.com](mailto:lindapecotte@gmail.com).

I am going to email Keith Gardner this weekend and then call him on Monday. Briefly, I wanted to let you know what is going on.

The researcher that helped me during my campaign, Ted Poulstra, uncovered considerable evidence of Rudy Martinez's unethical actions concerning the new Ft Bayard hospital and his contract of employment signed by the NM Dept of Health. Our state statutes make it clear that legislators are to "advance the public interest and not to obtain personal benefit."

Ted contacted Gallagher, Tom Cole, Larry Barker, and Mark VanDyke contacted Heath Hassaman. No one during the campaign had the time or interest to pursue. After the election, Pam Wolfe, indicated that there was potential for indictment, but I wouldn't repeat that. Later, after the election, I spoke to Mark VanDyke, and later forwarded the information to him, and he sent it on to the governor's office. This information may be of considerable interest to the Interim Legislative Ethics Committee. I know the Governor said in her State of the State speech, "You know who you are", speaking to legislators who are involved in unethical activities. I also noticed that you are a part of this committee, so I thought I'd better let you know what's up.

I know that you are very busy and hoping that the Bill makes it out of committee and to the floor for a vote. I'm very excited and am praying that it will pass! Even with the websites, it's difficult to get a "blow-by-blow", so let me know so I can broadcast info to the community.

We're having a Reagan Celebration this weekend, and the Republicans are knocking themselves out to make it a great even. Wish you and John were here.

Linda

John Hamilton <tavish38@gmail.com>  
To: Linda Pecotte <lindapecotte@gmail.com>

Sun, Feb 6, 2011 at 1:34 PM

I wish we could attend the dinner, too. Even if I could get away, we have no place to go. Our house flooded last week when a pipe burst. Our carpeting in the front part of the house is probably ruined. Furniture is piled up in the kitchen and hall ways. This, too, shall pass. I hope my bill gets out of the first committee - Voters and Elections. Only 2 Dems signed on - Dona Irwin and Ray Begay. I'll keep you posted.

We have a new Sec'y of Public Safety, Gordon Eden. He may be able to help you with Rudy.

Dianne

Dianne Hamilton

✓ Larry Barker did respond to Ted - wanted more info. Ted responded that unless Larry was going to do something with this he would contact someone else (Larry was the 1st contact) The others that followed - (Gallagher, Tom Cole), did not respond. Mark Van Dyke said Haussman didn't "bite."

## Ethics Issue

1 message

Linda Pecotte <lindapecotte@gmail.com>  
To: keith.gardner@state.nm.us

Tue, Feb 8, 2011 at 3:32 PM

Mark Van Dyke forwarded information to the governor's office some time before the 18th of January concerning research done by Ted Poulstra, a man who worked on my campaign for state representative, District 39. I spoke to Mark when I was at the Capitol on the 18th Jan., and he said he had sent it on to the governor's office. I do understand that there is an overwhelming amount of work that Gov. Martinez must accomplish, therefore a follow-up to you on the status of this ethics issue research seemed appropriate.

A little history will be helpful.

Manny Herrera, a conservative Democrat, represented District 39 until his passing. It was his wish that his wife, Kathleen, finish out his term, but instead, since District 39 being a multi-county district, Bill Richardson appointed Rudy Martinez to finish out his term. Rudy was then elected to a second term, and then I ran against him for the third term.

During the time Manny was our representative, the discussion began concerning the building of a new hospital at Ft. Bayard. Eventually, after Manny's death, Rudy sponsored the legislation that authorized the funding that would build the new facility. He had worked at the old Ft. Bayard hospital as a maintenance supervisor. The position that he eventually filled at the new Ft. Bayard hospital was advertised one day in the Las Cruces Sun-News, and, according to a Dept of Health spokesperson, the position was advertised on their website for one month. Only one person responded—Rudy—and he was hired after he obtained his contractor's license. His contract with the Department of Health is for \$330+K for three years.

There is probably a lot more going on with the building of Ft. Bayard than Ted Poulstra, my researcher, could bring to light. There is only so much that a "citizen" researcher can illuminate without additional help.

So, my campaign advisors decided that this evidence should be turned over to an investigative reporter who might have additional access to information that might add clarification. We also agreed that it should not come from me, since I was running against him, but rather from the researcher. So Ted started by attempting to contact Larry Barker. Then, when there was no response, he tried Tom Cole and Gallagher from the Journal. Also, Heith Hasseman. No one responded—probably too much going on during the campaign cycle.

So, after the election, I called Mark VanDyke in Dona Ana, and he ask me to forward this information to him and he would approach Heith Haussaman, again, who is a friend of his, thinking that the timing might be better to address unethical behavior of a Representative. Heith did not "bite". I found this out much later when I called Mark to find out how the meeting had gone with Heith. So, Mark told me in that same conversation, that one of the roles of the Lt. Governor's office is as an ombudsman, and to send it to him again and he would get it to the Governor's office.

That brings us back to the 18th of Jan.

I can email the information to you again, if needed. Just let me know.

When you have had some time to review, email me so we can set a time to talk by phone. I do have a meeting in Deming tomorrow (Wed)—Border Task Force. District 39 takes in most of the "Boot Heel", and many miles of porous (to use Steve Pearce's term) border. My concern for border security for the citizens in District 39 continues.

Linda Pecotte  
District 39, 1st term, 2011-2012  
2011-2012

## Ethics Issue

1 message

Linda Pecotte <lindapecotte@gmail.com>  
To: jan.rasch@nmlegis.gov

Tue, Feb 8, 2011 at 3:09 PM

Jan,

Janice Arnold-Jones recommended that I email you this research done by Ted Poulstra, a man who worked on my campaign for state representative, District 39. It also has been forwarded to the governor's office by Mark Van Dyke in the Lt. governor's office. I spoke to Mark when I was at the Capitol (when I met you and submitted a resume to serve Anna Crook as an assistant) on the 18th Jan., and said he had sent it on to the governor's office. So, it has been there some time with no response. I do understand that there is an overwhelming amount of work that Gov. Martinez must accomplish, so it may be that we need to use another venue to expose the unethical behavior of Rudy Martinez. Janice suggested perhaps a legislative ethics hearing might be appropriate and that you would be a good contact. How nice that we have already met!

A little history will be helpful.

Manny Herrera, a conservative Democrat, represented District 39 until his passing. It was his wish that his wife, Kathleen, finish out his term, but instead, since District 39 being a multi-county district, Bill Richardson appointed Rudy Martinez to finish out his term. Rudy was then elected to a second term, and then I ran against him for the third term.

During the time Manny was our representative, the discussion began concerning the building of a new hospital at Ft. Bayard. Eventually, after Manny's death, Rudy sponsored the legislation that authorized the funding that would build the new facility. He had worked at the old Ft. Bayard hospital as a maintenance supervisor. The position that he eventually filled at the new Ft. Bayard hospital was advertised one day in the Las Cruces Sun-News, and, according to a Dept of Health spokesperson, the position was advertised on their website for one month. Only one person responded—Rudy—and he was hired after he obtained his contractor's license. His contract with the Department of Health is for \$330+K for three years.

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So, after the election, I called Mark VanDyke in Dona Ana, and he ask me to forward this information to him and he would approach Heith Haussaman, again, who is a friend of his. Heith did not "bite". I found this out much later when I called Mark to find out how the meeting had gone with Heith. So, Mark told me in that same conversation, that one of the roles of the Lt. Governor's office is as an ombudsman, and to send it to him again and he would get it to the Governor's office.

That brings us back to the 18th of Jan.

There will be at least 4 emails containing attachments all of Ted's research on this issue.

When you have had some time to review, email me so we can set a time to talk by phone. I do have a meeting in Deming tomorrow (Wed)—Border Task Force. District 39 takes in most of the "Boot Heel", and many miles of porous (to use Steve Pearce's term) border. I continue in my quest for Border security for the citizens in district 39.

3 attachments

## Follow-up for Ethics issue that DPS might be interested in

1 message

Linda Pecotte <lindapecotte@gmail.com>

Mon, Feb 28, 2011 at 4:28 PM

To: marilyn.beck@state.nm.us

Bcc: pamwolfe@cybermesa.com, "Janice E. Arnold-Jones" <jeamoldjones@aol.com>

Marilyn, the first email was sent to Keith Gardner on Feb 8, 2011:

Mark Van Dyke forwarded information to the governor's office some time before the 18th of January concerning research done by Ted Poulstra, a man who worked on my campaign for state representative, District 39. I spoke to Mark when I was at the Capitol on the 18th Jan., and he said he had sent it on to the governor's office. I do understand that there is an overwhelming amount of work that Gov. Martinez must accomplish, therefore a follow-up to you on the status of this ethics issue research seemed appropriate.

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Linda Pecotte  
10000 S. 1st Ave. #1000  
575.632.1620

Marilyn, the following is more information that might add some clarity.

Here are some key elements that would clarify:



We all feel like the key to this issue (what many perceive as unethical behavior of a state representative,) is that Rudy Martinez sponsored HB 486 that authorized "the state to acquire a facility to replace Fort Bayard Medical Center..." which, appears to many voters in District 39 to be in conflict with the NM statute 10-16-3 "Ethical principles of public service; certain official acts prohibited; penalty." that states:

"A. A legislator, public officer or employee shall treat the legislator's public officer's or employee's government position as a public trust. The legislator, public officer or employee shall use the powers and resources of public office only to advance the public interest and not to obtain personal benefits or pursue private interests incompatible with the public interest.

B. Legislators, public officers and employees shall conduct themselves in a manner that justifies the confidence placed in them by the people, at all times maintaining the integrity and discharging ethically the high responsibilities of public service.

C. Full disclosure of real or potential conflicts of interest shall be a guiding principle for determining appropriate conduct. At all times, reasonable efforts shall be made to avoid undue influence and abuse of office in public service.

D. No legislator, public officer or employee may request or receive, and no person may offer a legislator, public officer or employee, any money, thing of value or promise thereof that is conditioned upon or given in exchange for promised performance of an official act. Any person who knowingly and willfully violates the provisions of this subsection is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Sections 31-18-15 NMSA 1978."

Another concern: Can a contractor (whose contracted with NM Dept of Health) serve as a state representative? Apparently that is true, but I haven't been able to find that in writing.

One of the unions was at the Capitol on other business and attempted to bring this issue out in the open. The Sun-News ran an article dated March 28, 2010 that ended by saying "Martinez said the innuendo that is circulating is politically motivated." Rudy Martinez responded, in the same article, with: "Some people are trying to target me and trying to make it look like I used political favors to get this job," Martinez said. "I've had this job since March 2006 before I was a state representative. I guess some people think that because I'm a state representative, I don't need to make a living."

Edward Sanchez, a retired former employee at the old Ft Bayard hospital, was one of the Democrats who came to me shortly before the election, very concerned about what he—and many others—perceive as a wrong-doing. He had worked for Martinez, who was a grounds supervisor, I believe, and Edward also said Martinez was making around \$50,000 a year in that position at the old Ft. Bayard hospital.

Of course, he is making \$110,000 a year now. But, his 3-year contract is another issue.

Even though the largely Democrat voters of District 39 are not my constituents, they still came to a Republican running against Rudy because they are angry and frustrated and feel something should be done. Their confidence has been shaken in our state government.

Marilyn, please let me know if Keith Gardner has been advised of all this. I know him to be an honorable man, and wants to do what is right for the citizens of New Mexico, I hope that he has the time to look into this. Linda Pecotte [575.338.1623](tel:575.338.1623)

Your Candidate for

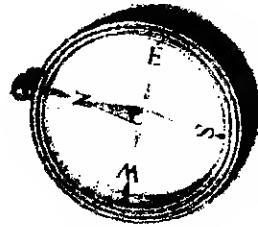
State Representative District 39

LINDA PECCOTTE

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*For Peccotte!*

Republican Party of New Mexico  
PO Box 94083  
Albuquerque, NM 87199-4083



My moral compass will help  
restore the public's trust in New  
Mexico's government

*Elected officials take an oath of office that reminds them to act ethically, morally, and  
honestly. They are elected to the best interests of the people and to represent a standard for  
honesty. But we do need for you as Treasurer Red*

Paid for by the Republican Party of New Mexico, Bill Redmond, Treasurer Printed by Presley Printing & Mailing

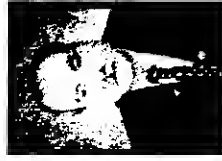
# Why are so many of our neighbors angry? Here's 330,915 reasons why

Bill Richardson appointed Rudolfo (Rudy) Martinez to finish State Representative Manny Herrera's term at his death in 2007.

Rudy Martinez introduced the bill in 2008 that resulted in the building of the new hospital at Ft. Bayard.

It's interesting that as CEO of his company Valle del Co-bre, LLC, he was awarded a 3-year contract for "plant management" at the new hospital = \$330,915.\*

\*Documentation on file



www.LindaPereira.com

4/22/2012  
S. Rodriguez  
213 735 7100  
110 W. 1st St  
Bldg 213735  
Prepared in  
San Luis Obispo  
CA 93401

## NM State Statute 10-16-3

**Ethical principles of public service;  
certain official acts prohibited;  
penalty.**

"A legislator . . . shall treat the legislator's position . . . as if it were a public office. The legislator shall not use the powers and resources of public office for private or personal gain, nor shall he or she be influenced and not to obtain personal benefits."

"Legislators . . . shall conduct the public business of the state in a manner that is consistent with the principles of public service and the public interest. They shall not use the powers and resources of public office for private or personal gain, nor shall they be influenced and not to obtain personal benefits."

"Legislators shall not use the powers and resources of public office for private or personal gain, nor shall they be influenced and not to obtain personal benefits." (emphasis added)

**The statute confirms what our gut tells us: We're angry because this was a betrayal of our trust.**

Ethical behavior in public office is not a voluntary action. It is mandatory for every elected or appointed public official. Failing an oath of office commits a public official to act ethically, morally, and legally.

My moral compass has its moorings in the same Christian principles on which our Country was founded.

*I will not betray your trust.*

Your vote is  
important,  
not only to  
you and your family but  
also  
your  
community.



*Linda Pereira*

**Linda is endorsed by  
Mrs. Manny (Kathleen) Herrera  
Murray Ryan, retired state representative  
RIGHT TO LIFE as the Pro-Life candidate for  
state representative**

# .....and This is What You Are Telling Me That Concerns You The Most

"The wide spread corruption in government diminishes my hope for us now and the generations to come. This country was founded on very deep and meaningful principles that have been forsaken by the government. It breaks my heart." -James Lewis

"It's clear what we need to do—we need to cut spending and consider a alternative to state income tax—that's what keeps businesses out of New Mexico—states like Texas & South Dakota have no state income tax." -Tom Laws CPA

"Maybe we should issue everybody in Congress a checkbook. They should be required to balance their checkbook just like the rest of us." -George Lundy

"The [copper] mining industry [has] potential to hire more people, but they want regulatory certainty...[we need to determine] what can the mining industry live with and what the environment [can] live with...find a middle ground that is reliable and dependable...we can generate 500-600 more jobs fairly quickly."

-Senator John Arthur Smith, The Capitol Report

Endorsed by

Mrs. Manny (Kathleen) Herrera  
Murray Ryan, retired State Legislator  
National Right to Life



Mrs. Manny Herrera & Linda Pecotte

"We need a representative who will put people before politics and the constituent's needs before personal gain. Someone who will not sell out to special interest groups."

Mrs. Manny Herrera

"Continuous spending on education. Continuous decline in performance levels?" -Danna Christensen

Maybe we should tie student's test scores to welfare benefits. We can keep families accountable so they are on board with their student's education.  
-Peter Limardo, Educator

"The finest emergency services are being provided for the Mexican border towns and illegals. Who's paying for it?" -Robert Lopez

"With all the money spent on border security, somebody should be able to provide us with cell service in these remote areas. *We have no communications.*" -Boothel Rancher

"We need security at the Border- not 20 miles north!"  
-Mike & Bobbie Orphey

"The Border is safer than it has ever been."

Don't believe it. -Henk Hayes U.S. Border Patrol, Retired

ALAMOGORDO  
**DAILY NEWS**

## Senate confirms Torres to DoH

Alamogordo Daily News  
By Milan Simonich, Santa Fe Bureau

Posted: 03/01/2011 12:00:00 AM MST

**SANTA FE** The state Senate on Monday evening confirmed Dr. Catherine Torres to run the New Mexico Department of Health, an agency that a handful of legislators called "corrupt."

Torres, a pediatrician from Las Cruces, was nominated as secretary of health by Gov. Susana Martinez.

Torres, 48, sailed through the confirmation process without a discouraging word, but senators roundly criticized the department she takes over.

Hours before her nomination went to the full Senate, Torres appeared before the Rules Committee. Its members said the Department of Health is infected with cronyism and improper deal-making.

Sen. Kent Cravens, R-Albuquerque, said for years he had heard of problems with contracts and spending practices in the department, but minority Republicans were hamstrung from investigating or correcting them.

"There's a lot of corruption, a lot of money wasted," Cravens said. "... A lot of people out there have learned to game the system."

Sen. Michael Sanchez, D-Belen, offered a more specific complaint.

He said people within the Department of Health told

him the qualifications for an executive-level job in Valencia County recently were rewritten twice to tailor them to a specific person.

Sen. Peter Wirth, D-Santa Fe, said he had fielded a complaint about a contract from a constituent. The allegation, by Gregory Bundrick, a licensed independent social worker, is that the department wanted to "lower the level of care" for people with developmental

disabilities.

Bundrick, also at the hearing, said the contract was for more than \$500,000, and that the recipient was "predetermined" by executives in the department.

"It took a lot of courage for him to come here," Wirth said of Bundrick.

As the hearing wound toward a close, Sen. George Munoz, D-Gallup, asked Torres if she would fire the person who rewrote a job description for purposes of cronyism.

Torres eventually said that, if she had proper evidence, she would terminate the employee.

Torres also said she was still evaluating resumes, and had not signed off any appointment, including the one Sanchez said was rigged.

Sen. Stuart Ingle, appearing to distance himself from the relentless criticism of the department, said he had learned every story has two sides.

Then he and the others endorsed Torres, offering condolences as well as congratulations.

"I applaud you for taking the job. There's not one any tougher," said Ingle, R-Portales.

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**From:** Patrick J. Rogers [patrogers@modrall.com]  
**Sent:** Tuesday, November 15, 2011 6:50 AM  
**To:** jay@mccleskeymedia.com; 'kjgato@gmail.com'; 'pafeldman@hotmail.com'; KGardner@susana2010.com  
**Cc:** 'Ryan Cangiolioli'  
**Subject:** RE: RPNM gala Nov 19th

Twister can't make it, it turns out that's his Menses night. Keller has a long-standing Saturday night/date with a constituent "friend" on Central avenue, Charlotte is busy with her part time S-M home business and Buster is attending another advance tax/accounting seminar.  
 So I have 6 seats left. Until 1 pm

Ryan and Michele are in.

**From:** Jay McCleskey [mailto:jay@mccleskeymedia.com]  
**Sent:** Monday, November 14, 2011 7:42 AM  
**To:** Patrick J. Rogers; 'kjgato@gmail.com'; Ryan Cangiolioli; 'pafeldman@hotmail.com'  
**Subject:** Re: RPNM gala Nov 19th

Buster, Twister, Charlotte, and Keller

**From:** Patrick J. Rogers <patrogers@modrall.com>  
**To:** Patrick J. Rogers <patrogers@modrall.com>; 'Keith Gardner' <kjgato@gmail.com>; Jay McCleskey; Ryan Cangiolioli; 'Adam Feldman' <pafeldman@hotmail.com>  
**Sent:** Mon Nov 14 09:42:54 2011  
**Subject:** RE: RPNM gala Nov 19th  
 Let me know by 5 today, if you want tickets.

**From:** Patrick J. Rogers  
**Sent:** Wednesday, November 09, 2011 6:06 AM  
**To:** 'Keith Gardner'; 'Jay McCleskey'; 'Ryan Cangiolioli'; 'Adam Feldman'  
**Subject:** RPNM gala Nov 19th

Happy Thanksgiving, Turkeys. Who wants to attend the gala RPNM dinner on the 19<sup>th</sup>? Let me know.  
 Pat

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7/21/2012

**Unknown**

**From:** Chuck & Carol [cjsearcy@q.com]  
**Sent:** Tuesday, November 15, 2011 8:34 AM  
**To:** info@susana2010.com  
**Subject:** CYFD

Madam Governor:

I have been with the Court Advocacy program for over 10 years and have watched the work of CYFD in the Fourth Judicial District. I started with CASA in 2000. In 2002 the Governor secretary over CYFD invited me to her office to tell her what I thought was wrong with the program in the fourth. She said "there are problems all across the state but the fourth is the worst". I was ill equipped to give her a decent response. Over the years, I have determined that a very significant regulation on the system is at the heart of many of its short comings. Alice King saddled the department with the charge "reunification is the ultimate objective". I have observed a number of cases where there was considerable effort to reunify a family that should not be, by any measure of decency. A good example is a family with little girls placed back with a Father, who had served prison time for raping his three year old daughter in a previous family. That is correct, they were reinstated. By changing the term "ultimate" could in time improve the results achieved by CYFD. A lot of terms come to mind. Such as "desirable, preferable, primary or many others". I beg of you to give this your attention. I would love to come in and discuss this. I am at your disposal.

Charles J. Searcy, Ed D  
HC 31 Box 19, Las Vegas NM 87701  
[cjsearcy@q.com](mailto:cjsearcy@q.com)  
505-617-6167

## Unknown

**From:** Linda Pecotte [lindapecotte@gmail.com]  
**Sent:** Tuesday, November 15, 2011 11:27 AM  
**To:** kronquillo@susana2010.com; kronquillo@susanapac.com  
**Subject:** Ethics emails

Kim,

I was able to send the 3 remaining attachments using the "susana2010" address. Please email me if you received--should be ok-- I didn't get any error reports like I did with the "susanapac" address.

We would be able to meet with Governor Martinez or whomever she appoints to deal with this ethics issue. Just let me know, and I will make the arrangements.

Linda Pecotte  
575.538.1623

7/21/2012



**Unknown**

**From:** Paul Kennedy [pkennedy@kennedyhan.com]

**Sent:** Tuesday, November 15, 2011 11:44 AM

**To:** JHernandez@susana2010.com

**Subject:** unrelated matter

Jessica: When you have a few minutes to chat, could you call me from a secure land line to my office phone, 842-0591? PJK

This message is confidential pursuant to the attorney-client privilege.

7/21/2012

## Unknown

**From:** Patrick J. Rogers [patrogers@modrall.com]

**Sent:** Wednesday, November 16, 2011 8:00 AM

**To:** KGardner@susana2010.com

**Subject:** tickets for the gala

Keith---can you and Stephanie go Sat night?

2) Call me about the UNM Pres search. I'd recommend you get Fortner up there right away to discuss with you and the Gov.

Pat 848-1849

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## Unknown

**From:** bpayne37@comcast.net  
**Sent:** Wednesday, November 16, 2011 8:38 PM  
**To:** Team Janice  
**Cc:** info@thinknewmexico.org; titomadrid@cabq.gov; ddnoak@sandia.gov; jrudolf@sandia.gov; maramos@sandia.gov; the.secretary@hq.doe.gov; alexander.morris@hq.doe.gov; amorales58@comcast.net; asklee@aarp.org; jcumbie@cabq.gov; mayorberry@cabq.gov; pjudd@cabq.gov; jhamman@cabq.gov; ddady@bemco.gov; sheriff@bemco.gov; jonbarela2010@yahoo.com; mikemallo5006@comcast.net; william.payne@nmlegis.gov; psisneros@nmag.gov; info@susana2010.com; dave@radfreenm.org  
**Subject:** Our stolen \$22,036

Hello Ms Arnold-Jones,

<http://us2.campaign-archive2.com/?u=d409eaebad8d1794fb36b6e35&id=4a573d730d&e=fd18908a2f>

Think New Mexico has not acked.

<http://www.prosefights.org/deaton/deaton.htm#think>

Please help us recover our stolen \$22,036.

bill

**From:** "Team Janice" <team\_janice@janice2012.us>  
**To:** bpayne37@comcast.net  
**Sent:** Wednesday, November 16, 2011 7:35:23 PM  
**Subject:** Experienced and Electable

Janice Arnold-Jones Is Experienced and Electable

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*Janice*  
Arnold-Jones  
US Congress

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## Experienced and Electable

[www.Janice2012.us](http://www.Janice2012.us)

Fellow New Mexicans,

Election Day 2012 is less than a year away. We need an experienced, electable nominee who can hit the ground running when they arrive in Washinton, DC.

I intend to be the Republican nominee for New Mexico's First Congressional District. My job is to uphold our Constitutional principles. My job is to express our principles in such a way that conservative Democrats and Independents know we share core values. My job is to restore and secure the foundation of our Republic.

I represented District 24 in the State House for four terms. District 24 lies in the heart of the First Congressional District. I have a proven record of winning elections!

- 2002, I soundly defeated my opponent 59% - 41%.
- 2004, I ran unopposed.
- 2006, I again won by a large margin, 55% - 45%.
- 2008, I ran unopposed, once again.

As a State Representative for eight years, I have a clear and decisive record of standing tall for transparency (I took the web cam into the Tax & Revenue Committee in 2009), and our Constitution. I stood against needless regulation, tax increases and wasteful spending. I decided to run for Congress to take that record and help bring reform to what we all know is so broken in Washington, DC. I'm running for Congress so I can continue to work hard, and fight hard for the people of New Mexico.

I understand our State is one large neighborhood and that what happens in one part of the State affects us all. I will relentlessly make the case for New Mexico in Washington, DC.

I am willing to leave New Mexico (for a while) to end the strangle-hold on our Republic by a President who has exploded our debt and the cancer of dependency on social programs, all the while changing, suspending, and altering the rule of law with the manipulative use of Executive Order!

Daily, I am working for, planning for and praying for a change in leadership in the White House. No matter what happens, we need able members of Congress to uphold the Constitution.

With your help I will go to Washington and continue to work hard for the people of New Mexico. Congressional campaigns are expensive. Your secure, online contribution of \$10, \$25, \$50, \$100 or more will help get me there.

The best part about campaigning is talking to New Mexicans everyday who believe, as I do, that America has the ability to face the truth and find solutions; that America can meet every challenge and come out stronger.

Let's end the special deals.

**Ask Me** for the details.

Let's end the trouncing of the Constitution.

**Ask Me** how!

Let's stand up and fight for the gift, which is so blessed by our Creator, the United States of America. Today, more than ever, your secure, online contribution of \$10, \$25, \$50, \$100 will make a difference. **Ask Me!**

Janice

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**Janice Arnold-Jones For Congress**  
 Victor S. Bruno, Treasurer  
 PO Drawer 20460 | Albuquerque, NM USA 87154  
 Toll Free 1-855-311-2547

Team Janice@Janice2012 US



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## Unknown

**From:** newmanmonty@gmail.com  
**Sent:** Thursday, November 17, 2011 2:20 PM  
**To:** BWatkins7@gmail.com  
**Cc:** kronquillo@susana2010.com  
**Subject:** Fw: Saturday night

Bryan,

Please send the info to Kim. Also, we will pick up the room at the Hyatt for Friday night.

Kim, I assume the Governor is returning to Santa Fe on Saturday evening?

Bryan, you will need to make reservations for the Governor at the Hyatt.

Thanks, Bryan and Best regards, Kim.

M

Sent on the Sprint® Now Network from my BlackBerry®

**From:** Kim Ronquillo <kronquillo@susanapac.com>  
**Date:** Thu, 17 Nov 2011 16:11:38 -0500  
**To:** Monty Newman (newmanmonty@gmail.com)<newmanmonty@gmail.com>  
**Subject:** Saturday night

Monty,

Could you or Brian provide me with a timeline for Saturday night's event?

Also, the Governor will not need her room Saturday night at the Marriott Pyramid. She would prefer to stay in Albuquerque on Friday. Any chance the GOP would pick up her room for that evening at the Hyatt Regency?

Kim Ronquillo  
Executive Assistant to Governor Susana Martinez

## Unknown

---

**From:** newmanmonty@gmail.com  
**Sent:** Thursday, November 17, 2011 2:32 PM  
**To:** kronquillo@susana2010.com  
**Subject:** Ice cream

Kim,  
If the governor would like. Vicki and I will be having ice cream in our room for our special guests after the dinner. The Governor, Congressmen and RPNM leadership will be invited. She and Chuck are welcome to come, if their time permits. (Just for fun after a busy day!) Best regards, M Sent on the Sprint® Now Network from my BlackBerry®



## Unknown

**From:** Bryan Watkins [bwatkins7@gmail.com]  
**Sent:** Thursday, November 17, 2011 3:54 PM  
**To:** kronquillo@susana2010.com  
**Cc:** newmanmonty@gmail.com; jay@mccleskeymedia.com  
**Subject:** RPNM Fall Event Line by Line.0  
**Attachments:** 2011 Fall Event.pdf; ATT00068.htm

Kim-

Here is the most up to date line by line and invitation. We will send over a confirmation for the Hyatt Regency hotel room on Friday night once that is confirmed.

The Governor's holding room at the hotel is the Sandia Suite. I did talk to Jay and he did mention that the Governor has an event on Sunday morning and may end up needing the room at the Marriott Pyramid. If she does that will not be a problem because the suite is reserved until Sunday morning.

One thing that is not on the public line by line but I wanted to make sure you were aware of was a post event ice cream social at 9:00pm in the Presidential Suite hosted by Chairman Newman. This will be a closed meeting to RPNM Leadership and Staff and the Governor and other guest speakers. We expect no more than 10-15 in this event. If you need anything else please do not hesitate to e-mail me.

### 2011 RPNM Fall Dinner Line by Line (Tentative)

4:00 pm – 4:30 pm – Arrival of RPNM Staff for setup  
 4:30 pm – 5:00 pm - Roundtable Setup  
 5:00 pm – Governor Martinez, Congressman Pearce, Congressman Labrador, Congressman Gosar arrive for Roundtable Discussion  
 5:00 pm – 5:45 pm – Roundtable (*Aztec Boardroom*)  
 8:00 pm – 8:40 pm – General Reception (*Pre-Convention Foyer*)  
 6:40 pm – Doors open to Dinner Ball Room (*Yucatan Ballroom*)  
 7:00 pm – Welcome by Pat Rogers – thank donors, ask dignitaries to stand, thank speakers, etc...  
 7:05 pm - Pat Rogers introduces Congressman Labrador  
 7:05 pm – 7:10 pm Congressman Labrador speaks (5 minutes)  
 7:10 pm – Pat Rogers introduces Congressman Gosar  
 7:12 pm – 7:18 pm Congressman Gosar Speaks (5 minutes)  
 7:20 pm – Pledge of Allegiance  
 7:25 pm – Prayer / Invocation  
 7:30 pm - 8:00 pm Dinner  
 8:00 pm - 8:05 pm Pat Rogers Introduces Chairman Monty Newman  
 8:05 pm - 8:10 pm Chairman Monty Newman speaks (5 minutes)  
 8:10 pm – 8:12 pm Chairmen Newman introduces Congressman Steva Pearce  
 8:15 pm – 8:27 pm Congressman Pearce Speaks (10 - 12 minutes)  
 8:30 pm - 8:33 pm Pat Rogers Introduces Governor Martinez  
 8:35 pm – Governor Martinez speaks (15 - 20 minutes)  
 8:55 pm – Pat Rogers thanks all honored guests and closes event

7/21/2012

**Unknown**

**From:** Lewis, Marion, GSD [Marion.Lewis@state.nm.us]

**Sent:** Friday, November 18, 2011 9:45 AM

**To:** Kim Ronquillo (KRonquillo@susana2010.com)

**Subject:** PHOTO OP

KIM.

Is the Monday evening Christmas card photo still on schedule?

*Marion*

Marion Lewis  
Governor's Mansion Director  
State of New Mexico  
One Mansion Drive / Santa Fe, NM 87501  
505-476-2800 / fax 505-827-7345

7/21/2012

**Unknown**

**From:** Bryan Watkins [bwatkins7@gmail.com]  
**Sent:** Friday, November 18, 2011 11:16 AM  
**To:** kronquillo@susana2010.com; jay@mccleskeymedia.com; rperea1@gmail.com; endreatodd6@aol.com  
**Subject:** Fwd: RPNM Fall Event Line by Line  
**Attachments:** 2011 Fall Event.pdf; ATT00077.htm  
**From:** Bryan Watkins <bwatkins7@gmail.com>

**Subject: RPNM Fall Event Line by Line**  
**Date:** November 17, 2011 3:53:31 PM MST  
**To:** Kim Ronquillo <kronquillo@susana2010.com>  
**Cc:** Monty Newman <newmanmonty@gmail.com>, Jay McCleskey <jay@mccleskeymedia.com>

Kim-

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 7:12 pm - 7:18 pm Congressman Gosar Speaks (5 minutes)  
 7:20 pm - Pledge of Allegiance (Rick Abraham)  
 7:25 pm - Prayer / Invocation (Robert Perea)  
 7:30 pm - 8:00 pm Dinner  
 8:00 pm - 8:05 pm Pat Rogers Introduces Chairman Monty Newman  
 8:05 pm - 8:10 pm Chairman Monty Newman speaks (5 minutes)  
 8:10 pm - 8:12 pm Chairman Newman introduces Congressmen Steve Pearce  
 8:15 pm - 8:27 pm Congressman Pearce Speaks (10 - 12 minutes)  
 8:30 pm - 8:33 pm Pat Rogers Introduces Governor Martinez  
 8:35 pm - Governor Martinez speaks (15 - 20 minutes)  
 8:55 pm - Rosie Tripp thanks all honored guests and closes event

2011 RPNM Fall Dinner Line by Line (Tentative)

7/21/2012

*You are cordially invited to join us  
At the Republican Party of New Mexico's Fall Dinner  
To learn more about RPNM's Roadmap to Victory in 2012*

**Honored Guests**  
**Governor Susana Martinez & Congressman Steve Pearce**  
**Special Guests**  
**Congressman Raúl Labrador & Congressman Paul Gosar**

**At the Albuquerque Marriott Pyramid North  
5151 San Francisco Road NE, Albuquerque, NM 87109**

**Saturday, November 19, 2011  
Reception @ 6pm & Dinner @ 7pm  
\$75 per individual**

**Please call the RPNM Headquarters at 505-298-3662 or email [hhal@gopnm.org](mailto:hhal@gopnm.org), and give the names of individuals who will be attending.**

All solicitations of funds in connection with the event are by the Republican Party of New Mexico, and not by any federal officer/holder/candidate.  
Paid for by the Republican Party of New Mexico. Bill Redmond, Treasurer - Printed by Print Mart. Inc.

**Unknown**

**From:** Bryan Watkins [bwatkins@gopnm.org]  
**Sent:** Friday, November 18, 2011 11:36 AM  
**To:** kronquillo@susana2010.com; jay@mccleskeymedia.com; rperea1@gmail.com;  
 andreatodd6@aol.com; newmanmonty@gmail.com

**Subject:** Re: RPNM Fall Event Line by Line

We have the Governor confirmed at the Hyatt Regency-Albuquerque for tonight. The room confirmation number is: 63965975 and the staff contact is Jay McCleskey. It was billed under Bryan Watkins if they ask so if Jay ends up breaking a lamp or two tonight It is coming out of voter contact funds next year.

We also have the Governor confirmed for the Marriott Pyramid tomorrow night in the Sandia Suite. We are going to have a staff/intern that will be able to provide keys, maps, locations on site to help Jay and/or the Governor.

Please let me know if you have any questions.

Bryan Watkins  
 Executive Director  
 Republican Party of New Mexico  
 (o) 505-298-3662 (m) 505-967-8213  
[bwatkins@gopnm.org](mailto:bwatkins@gopnm.org)

On Nov 18, 2011, at 11:16 AM, Bryan Watkins wrote:

**From:** Bryan Watkins <[bwatkins7@gmail.com](mailto:bwatkins7@gmail.com)>

**Subject:** RPNM Fall Event Line by Line

**Date:** November 17, 2011 3:53:31 PM MST

**To:** Kim Ronquillo <[kronquillo@susana2010.com](mailto:kronquillo@susana2010.com)>

**Cc:** Monty Newman <[newmanmonty@gmail.com](mailto:newmanmonty@gmail.com)>, Jay McCleskey <[jay@mccleskeymedia.com](mailto:jay@mccleskeymedia.com)>

Kim-

Here is the most up to date line by line end invitation. We will send over a confirmation for the Hyatt Regency hotel room on Friday night once that is confirmed.

The Governor's holding room at the hotel is the Sandia Suite. I did talk to Jay and he did mention that the Governor has an event on Sunday morning and may end up needing the room at the Marriott Pyramid. If she does that will not be a problem because the suite is reserved until Sunday morning.

One thing that is not on the public line by line but I wanted to make sure you were aware of was a post event ice cream social at 9:00pm in the Presidential Suite hosted by Chairman Newman. This will be a closed meeting to RPNM Leadership and Staff and the Governor and other guest speakers. We expect no more than 10-15 in this

event. If you need anything else please do not hesitate to e-mail me.

2011 RPNM Fall Dinner Line by Line (Tentative)

4:00 pm – 4:30 pm – Arrival of RPNM Staff for setup  
 4:30 pm – 5:00 pm – Roundtable Setup  
 5:00 pm – Governor Martinez, Congressman Pearce, Congressman Labrador, Congressman Gosar arrive for Roundtable Discussion  
 5:00 pm – 5:45 pm – Roundtable (Aztec Boardroom)  
 6:00 pm – 6:40 pm – General Reception (Pre-Convention Foyer) (John Billingsley speaks for 1-1:30 minutes)  
 6:40 pm – Doors open to Dinner Ball Room (Yucatan Ballroom)  
 7:00 pm – Welcome by Pat Rogers – thank donors, ask dignitaries to stand, thank speakers, etc...  
 7:05 pm – Pat Rogers introduces Congressman Labrador  
 7:05 pm – 7:10 pm Congressman Labrador speaks (5 minutes)  
 7:10 pm – Pat Rogers introduces Congressman Gosar  
 7:12 pm – 7:18 pm Congressman Gosar Speaks (5 minutes)  
 7:20 pm – Pledge of Allegiance (Rick Abraham)  
 7:25 pm – Prayer / Invocation (Robert Perea)  
 7:30 pm – 8:00 pm Dinner  
 8:00 pm – 8:05 pm Pat Rogers Introduces Chairman Monty Newman  
 8:05 pm – 8:10 pm Chairman Monty Newman speaks (5 minutes)  
 8:10 pm – 8:12 pm Chairman Newman introduces Congressman Steve Pearce  
 8:15 pm – 8:27 pm Congressman Pearce Speaks (10 - 12 minutes)  
 8:30 pm – 8:33 pm Pat Rogers Introduces Governor Martinez  
 8:35 pm – Governor Martinez speaks (15 - 20 minutes)  
 8:55 pm – Rosie Tripp thanks all honored guests and closes event

2011 RPNM Fall Dinner Line by Line (Tentative)

<2011 Fall Event.pdf>

**Unknown**

**From:** Patrick J. Rogers [patrogers@modrall.com]  
**Sent:** Friday, November 18, 2011 4:11 PM  
**To:** bwatkins@gopnm.org; hhall@gopnm.org  
**Cc:** duncan@dscottlaw.com; 'kjgato@gmail.com'; KGardner@susana2010.com; mkcang@yahoo.com  
**Subject:** RPNM Dinner tomorrow night

Bryan/Heather :

Duncan and the princess, Suzanne Kinney will be joining us at our table tomorrow night.

Keith and Stephanie Gardner

Ryan and Michelle Cangioli

Duncan and Suzanne

Pat and Julie

Matthew Stackpole and hot , single babe. Or if that doesn't happen, we have an open seat.

--  
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-----  
 Modrall, Sperling, Roehl, Harris & Sisk, P.A.

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Thank you.

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**Unknown**

**From:** Ryan Cangioli [rmkcang@yahoo.com]  
**Sent:** Sunday, November 20, 2011 10:51 PM  
**To:** ryflynn@gmail.com; JHernandez@susana2010.com  
**Subject:** Re: Regional Haze Appeal  
 Have you received additional info? Thanks.

**From:** Ryan Flynn <ryflynn@gmail.com>  
**To:** Ryan Cangioli <rmkcang@yahoo.com>; Jessica Hernandez <JHernandez@susana2010.com>  
**Sent:** Wednesday, November 9, 2011 8:38 AM  
**Subject:** Regional Haze Appeal

Jessica, Ryan,

I just wanted to let you all know that I heard that PNM is currently having some very hush-hush discussions with environmental groups regarding a settlement of the Regional Haze appeal. Apparently, the environmental groups have already reached out to EPA, who is open to having these discussions, and recently the enviros met with some of PNM's people (Patrick Apodaca and Ron Darnell, is what I was told) to see if they were interested in trying to work out a deal. I was approached by an attorney for Western Resource Advocates yesterday during a break in our cap and trade hearings to let me know that they are interested in trying to involve us in the discussion if discussions with PNM progress in a positive direction. I indicated that I will attend a meeting if invited and left it at that.

I am going to call the regional counsel of EPA to try to get some more information. What the enviros are trying to do is get PNM to agree to begin reducing carbon emissions at coal-fired plants by 2% a year beginning in 2015. If PNM was willing to do this, then the enviros want EPA to agree to reverse their Regional Haze decision and adopt the State's plan. No idea how serious these discussions are - I would imagine that there are a lot of people at PNM that would not want to cut a deal with the enviros and I would also imagine that there are a lot of people at EPA that would not want to be seen as backing down from the Governor. I just wanted to give you all a heads up.

Yours truly,

Ryan



## Unknown

**From:** andreatodd6@aol.com  
**Sent:** Monday, November 21, 2011 7:51 AM  
**To:** susana.m@susana2010.com; kronquillo@susanapac.com  
**Subject:** Thank yous for Susana ASAP

Please write the following handwritten thank yous  
Bob & Doyleene Perry for Contributions to you and RGA  
Obe O'Brien- Apache Corp for support and meeting  
Richard Ramirez? Up to you if you want to write something  
Eddie and Jamie David- for Hosting Roswell Event  
Ron & Cindy Miller- for contribution  
Mark Murphy- for Contribution  
Angel & Mary Salazar- for contribution  
Trevor Rees-Jones- Dallas (10,000) contribution from when we went last month

Andrea Goff  
575-390-8050

7/21/2012

## Unknown

**From:** Ryan Flynn [ryflynn@gmail.com]  
**Sent:** Monday, November 21, 2011 10:42 AM  
**To:** rmkcang@yahoo.com  
**Cc:** JHernandez@susana2010.com  
**Subject:** Re: Regional Haze Appeal

Good morning Ryan and Jessica,

Not too much to report - I have exchanged phone calls with my counterpart at EPA, Suzanne Murray (she is the Regional Counsel for Region 6) and she said that they have been contacted by environmental groups about settlement and EPA is open to engaging in these discussions. EPA thinks PNM is the party that will have to make the biggest concessions in order to reach some sort of agreement so they are just watching and waiting. Patrick Apodaca, Ron Darnell and others at PNM have been in some sort of discussions with Steve Michel of Western Environmental Law Center and some other environmental groups (WildEarth Guardians is the only other one that I know about) and I am hoping to touch base with Patrick today to see where the discussions are heading. I have discussed this with Carol Graebner, the Deputy General Counsel for PNM who works under Patrick, and she said that there is internal division within PNM over whether to even bother engaging the enviros, but that Patrick would be able to give me some more detail. I have been assured by PNM that they will keep us fully involved in these discussions and will not agree to anything unless we are also on board.

I will e-mail you and Jessica after I touch base with Patrick and let you know what he says about their discussions.

Yours truly,

-Ryan

On Sun, Nov 20, 2011 at 10:50 PM, Ryan Cangiolosi <rmkcang@yahoo.com> wrote:  
> Have you received additional info? Thanks.

>  
> From: Ryan Flynn <ryflynn@gmail.com>  
> To: Ryan Cangiolosi <rmkcang@yahoo.com>; Jessica Hernandez  
> <JHernandez@susana2010.com>  
> Sent: Wednesday, November 9, 2011 8:38 AM  
> Subject: Regional Haze Appeal

>  
> Jessica, Ryan,

>  
> I just wanted to let you all know that I heard that PNM is currently  
> having some very hush-hush discussions with environmental groups  
> regarding a settlement of the Regional Haze appeal. Apparently, the  
> environmental groups have already reached out to EPA, who is open to  
> having these discussions, and recently the enviros met with some of  
> PNM's people (Patrick Apodaca and Ron Darnell, is what I was told) to  
> see if they were interested in trying to work out a deal. I was  
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> during a break in our cap and trade hearings to let me know that they  
> are interested in trying to involve us in the discussion if  
> discussions with PNM progress in a positive direction. I indicated  
> that I will attend a meeting if invited and left it at that.

>  
> I am going to call the regional counsel of EPA to try to get some more  
> information. What the enviros are trying to do is get PNM to agree to  
> begin reducing carbon emissions at coal-fired plants by 2% a year  
> beginning in 2015. If PNM was willing to do this, then the enviros  
> want EPA to agree to reverse their Regional Haze decision and adopt  
> the State's plan. No idea how serious these discussions are - I would

> imagine that there are a lot of people at PNM that would not want to  
> cut a deal with the enviros and I would also imagine that there are a  
> lot of people at EPA that would not want to be seen as backing down  
> from the Governor. I just wanted to give you all a heads up.  
>  
> Yours truly,  
>  
> Ryan  
>  
>  
>

## Unknown

**From:** Evernote Team [team@evernote.com]  
**Sent:** Monday, November 21, 2011 7:35 PM  
**To:** susana.m-@susana2010.com  
**Subject:** Tip: Get More out of Evernote with the Web Clipper

[View in web browser](#)



# Save Anything from the Web with the Evernote Web Clipper

Hi there,

Have you tried saving something you saw on the web to your Evernote account? Here's how to do it.



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Cheers,  
Evernote Team



We won a Webby! Evernote was named **Best Productivity App** at the 2011 Webby Awards. Thanks for your continued support!



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Evernote Corp., 333 West Evelyn Avenue, Mountain View, CA 94041, USA

**Unknown**

**From:** Lynne Andersen [lynne@naiopnm.org]

**Sent:** Tuesday, November 22, 2011 9:22 AM

**To:** RCangiolosi@susanapac.com; Ryan.Cangiolosi@state.nm.us; KRonquillo@susana2010.com; kim.ronquillo@state.nm.us

**Subject:** NAIOP DRAFT Invitation for Monday, January 16, 2012

Ryan and Kim,

Here's a draft of the invitation for the Governor's presentation at NAIOP on January 16<sup>th</sup>.

The main issue to resolve is the title. We know this one probably won't work...but it was a place holder for you guys to review.

Let us know, as soon as you can, any changes and additions. We would like to send this out by December 16<sup>th</sup> so it gets on everyone's calendar.

Generic is better than the exact title...we can always send out a new title. But obviously, we want a "draw" title, so not too bland.

Let me know and thank you,

Lynne Andersen, NAIOP

Tel: (505)345-6976

This is a working Draft of the NAIOP ;Monday, January 16, 2012 Invitation. (front and back of invitation)



**!NOTE EARLY DATE: MONDAY, JANUARY 16, 2012!**

**Special Guest Speaker:**

**Governor Susana Martinez**  
**MY "JOBS" PLAN FOR NM**

**Monday, January 16, 2012**

**Albuquerque Marriott, Louisiana @ I-40**

**11:30 AM - 1:15 PM**


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# NAIOP

COMMERCIAL REAL ESTATE  
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NEW MEXICO CHAPTER

## **Special Guest Speaker:** **Governor Susana Martinez**



**!NOTE EARLY DATE: MONDAY, January 16, 2012**

◆ \$30 NAIOP National Members;  
Activity Subscribers & Public Employees

◆ \$40 Non-Members

**Vegetarian meals must be ordered with registration.**

**Register & Pay at ...[www.naiopnm.org](http://www.naiopnm.org)**

**Monday, January 16, 2012**

**11:30 AM - 1:15 PM**

**Albuquerque Marriott, Louisiana @ I-40**

**Reservation Deadline: Thursday, January 12th, at noon**  
(To guarantee a name badge)

Note: Reservations not cancelled by  
noon Friday, January 13th are subject to payment.  
If invoiced, \$5 will be added.

**■ . Dekker/Perish/Sabatini**

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## Unknown

**From:** Billy Valentine [bvalentine@SBA-LIST.ORG]

**Sent:** Tuesday, November 22, 2011 9:49 AM

**To:** RCangioli@susana2010.com

**Subject:** New SBA List Pledge Signer

Ryan,

I hope you are having a great week and are gearing up for a wonderful Thanksgiving.

I wanted to let you know that this morning **Herman Cain** became the latest Republican presidential candidate to sign the **SBA List's Pro-Life Presidential Leadership Pledge**.

In addition to Herman Cain, **Michele Bachman**, **Newt Gingrich**, **Ron Paul**, **Rick Perry**, and **Rick Santorum** have also signed the Pledge.

**Mitt Romney** is the only major candidate who has not yet signed.

Marjorie had this to say about Cain signing the Pledge:

*"This decision is consistent with the Herman Cain we have come to know. He understands the wound abortion is to America and especially to the most vulnerable among us – people that Planned Parenthood founder Margaret Sanger labeled 'human weeds.' We commend Mr. Cain for adding his name to the list of candidates who have signed the pledge, and should he be elected to the White House, we look forward to him leading the fight to protect women and unborn children."*

You can read the entire press release including a quote from Cain [here](#).

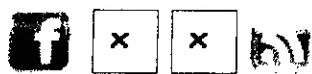
Visit [www.prolifepledge.com](http://www.prolifepledge.com) to read the pledge, see images of the signed pledges, and join 24,900 activists in taking the Citizen's Pledge.

Have a restful Thanksgiving and as always, thank you for your support of the SBA List.

Billy

Billy Valentine  
Deputy Director  
Susan B. Anthony List  
1707 L Street NW, Suite 550  
Washington, DC 20036  
Office: 202-223-8073  
Mobile: 703-380-9182  
Fax: 202-223-8078  
[www.sba-list.org](http://www.sba-list.org)

7/21/2012



**Unknown**

**From:** Stratton, Hal [HStratton@BHFS.com]  
**Sent:** Tuesday, November 22, 2011 4:36 PM  
**To:** Keith Gardner (Gardners90@yahoo.com); rmkcang@yahoo.com  
**Cc:** JHernandez@susana2010.com  
**Subject:** Ft. Sill Apache Reservation, Akela, New Mexico  
**Importance:** High

**Attachments:** BHFSDOCS-#1614484-v1-Ft\_\_Sill\_Apache\_Reservation\_\_NM-Interior\_Notice\_11\_22\_11.PDF

Keith and Ryan, since I had represented to you this was going to happen this week, I wanted you to be among the first to know that it has (It was actually signed by the Assistant Secretary last Wednesday, November 16). As the email from DOI indicates it will be published in the Federal Register shortly. I'm just sending this to you, so please don't forward. A more formal announcement from the Tribe will be forthcoming.

Hal

Hal Stratton  
Brownstein Hyatt Farber Schreck, LLP  
201 Third St., NW, Suite 1700  
Albuquerque, NM 87102  
505-724-9596 tel  
202-906-9110 cell  
[hstratton@bhfs.com](mailto:hstratton@bhfs.com)  
[bhfs.com](http://bhfs.com)

Washington, D.C. Office  
1350 I St., NW, Suite 510  
Washington, D.C. 20005  
202-296-7353 tel

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7/21/2012

**Drew, Iris**

---

**From:** Walker, William  
**Sent:** Tuesday, November 22, 2011 1:36 PM  
**To:** Drew, Iris  
**Subject:** FW: Proclamation: Fort Sill Apache Indian Tribe

William Tandy Walker  
Regional Director  
Southwest Region  
Bureau of Indian Affairs  
(505) 563-3103

"We must never lose sight of our mission to protect and improve  
the trust assets of Indian Peoples and Indian Tribes.  
It is the fundamental reason for our existence."

---

**From:** Davis, Barbara  
**Sent:** Tuesday, November 22, 2011 12:45 PM  
**To:** Walker, William; Ray, Sandy; Hart, Paula  
**Cc:** RoundFace, Sharlene; Wiseman, Maria; Burshia, Ben  
**Subject:** Proclamation: Fort Sill Apache Indian Tribe

This is to notify you that Larry Echo Hawk, Assistant Secretary – Indian Affairs, signed a Proclamation on November 16, 2011, proclaiming certain lands, (30 acres, located in Luna County, New Mexico) as Reservation for the Fort Sill Apache Indian Tribes.

This Notice was hand carried to the FEDERAL REGISTER for publication. It should appear in the FR within the next two to three days.

**Unknown**

**From:** Stratton, Hal [HStratton@BHFS.com]  
**Sent:** Tuesday, November 22, 2011 10:23 PM  
**To:** Keith Gardner (Gardners90@yahoo.com); rmkcang@yahoo.com; JHernandez@susana2010.com  
**Subject:** Ft. Sill Apache News Release  
**Attachments:** BHFSDOCS-#1614602-v1-FSA\_Reservation\_News\_Release\_11\_22\_11.DOC  
FYI. Hal

**Hal Stratton**  
**Brownstein Hyatt Farber Schreck LLP**  
**201 Third St., NW, Suite 1700**  
**Albuquerque, NM 87102**  
**hstratton@bhfs.com**  
**(505) 724-9596 office**  
**(505) 244-9266 fax**  
**(202) 906-9110 cell**  
<http://www.bhfs.com/People/hstratton>

**Washington, DC:**  
**1350 I St., NW, Suite 510**  
**Washington, DC 20005**  
**(202) 296-7353 office**  
**(202) 296-7009 fax**

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7/21/2012

NEWS RELEASE

**Fort Sill Apache Tribe Receives U.S. Reservation Proclamation  
Following a 125 Year Wait**

*U.S. Department of the Interior Recognizes Tribe's Legal Homeland  
in Southwestern New Mexico*

**Akela, New Mexico (November 22, 2011)**— The Fort Sill Chiricahua Warm Springs Apache Tribe (Fort Sill Apache Tribe) today applauded the decision of U.S. Department of Interior Assistant Secretary Larry Echo Hawk to grant the Tribe a Reservation Proclamation for its legally-defined homeland in Luna County, New Mexico, 125 years after its predecessors were forcibly removed from their homeland and imprisoned.

A Reservation Proclamation was formally approved by the Department on November 16, 2011.

When the renowned Apache leader Geronimo surrendered to the United States in 1886, it was on the condition that he and his people would return to their homeland in two years. Instead, the Chiricahua and Warm Springs Apache Tribes were held as prisoners of war for 27 years, far from their aboriginal homeland in New Mexico and Arizona. Long seeking to return, the Tribe had land placed into trust in 2002, and now nine years later, it has an official reservation designation, signifying an official recognition of its return to its aboriginal territory.

"This has been a very long time coming," said Fort Sill Apache Chairman Jeff Haozous. "After decades of continued effort to return to our legal and ancestral homeland, we are elated that the U.S. Government has officially granted us this Reservation Proclamation," Haozous said.

"Our ancestors would be proud of the work the Tribe has done to see this Reservation Proclamation through to completion. Our people have never given up on our dream of returning to the land we once occupied before forced evictions, first to Florida, then to Alabama and finally to Oklahoma," Haozous said.

The federal government has long recognized that southwestern New Mexico and parts of southeastern Arizona are the legally defined homeland of the Fort Sill Apache Tribe, the legal successor in interest to the Chiricahua and Warm Springs Apache Tribes.

"Our many years of patience, persistence and dedication to returning to our homeland are evident in receipt of this Reservation Proclamation," Haozous said. "This further confirms our status as an official Tribe in the state of New Mexico. We look forward to the day when our tribal sovereignty here is also fully recognized and we are equal to our fellow New Mexico sovereign tribes and pueblos."

The Fort Sill Apache Tribe is descended from those former prisoners of war who remained as independent Chiricahua & Warm Springs Apaches in Oklahoma following their forced removal and imprisonment by the U.S. Army. While they always maintained their status as a Tribe, their government-to-government relationship with the United States, which was severed during the imprisonment, was restored in 1976 when they organized with a constitution as the federally recognized Fort Sill Apache. In 1968, the federal government and the U.S. Court of Claims recognized portions of southwestern New Mexico and southeastern Arizona as the ancestral land of the Chiricahua Warm Springs Apache Tribe. In 2002 the Tribe purchased and the Government approved Indian trust land within its legally-defined homeland at Akela, New Mexico.

###

Media Contact:

Fort Sill Apache Tribal Chairman Jeff Haozous; [jeff@fortsillapache-nsn.gov](mailto:jeff@fortsillapache-nsn.gov) 575-694-2293

## Unknown

**From:** Paul Kennedy [pkennedy@kennedyhan.com]  
**Sent:** Wednesday, November 23, 2011 11:37 AM  
**To:** mhoyt@peiferlaw.com; JHernandez@susana2010.com; RobDoughty@doughtywest.com  
**Subject:** FW: Redistricting  
**Attachments:** Doc1.wpd

Let's read and consider carefully.

**From:** Joe Goldberg [mailto:JG@FBDLAW.com]  
**Sent:** Wednesday, November 23, 2011 11:26 AM  
**To:** Paul Kennedy  
**Cc:** Ray Vargas  
**Subject:** Redistricting

Paul,

Attached is a draft of a written agreement among us on the congressional map. Feel free to change; I have no investment in the form or words or the allocation of work. Regards,

Joe



## AGREEMENT

The Egolf plaintiffs, Sena plaintiffs, James plaintiffs and the Executive defendants (the Governor, Lt. Governor and Secretary of State)(collectively referred to as the "Agreeing Parties") in the 2011 redistricting litigation (Egolf et al. v. Martinez et al. [cite]) agree that in the congressional redistricting trial the Agreeing Parties will jointly present one plan to the Court, reflected as what has been submitted as the "New Egolf Plan" (the "Plan")(copies of the maps for this plan are attached to this Agreement as Exhibit A).

The Agreeing Parties further agree that at trial the Plan will be presented by the Egolf experts, Dr. Jim Williams and Ted Arrington. Cross examination of the Maestas plaintiffs' experts or other witnesses will be done primarily by the Executive defendants' lawyer, Paul Kennedy.

The Agreeing Parties further agree to cooperate with each other in the preparation for, and during, the congressional redistricting trial. The Egolf plaintiffs agree to take the lead in preparing the pre-trial and post-trial briefs and the Executive defendants agree to take the lead in the preparation of pre-trial and post-trial proposed findings and conclusions. The lead lawyers will circulate drafts to all Agreeing Parties for comment.

The Executive defendants further agree that they will not contest the fees and costs (including expert costs) submitted by the Egolf, Sena and James plaintiffs' to seek attorneys' fees for the congressional trial.

The Agreeing Parties further agree that this Agreement applies only to the congressional redistricting trial and to no other trial in this 2011 redistricting litigation.

**Unknown**

**From:** Paul Kennedy [pkennedy@kennedyhan.com]  
**Sent:** Wednesday, November 23, 2011 11:46 AM  
**To:** JHernandez@susana2010.com; jessica.hernandez@state.nm.us  
**Cc:** mhoyt@peiferlaw.com; RobDoughty@doughtywest.com  
**Subject:** FW: Redistricting  
**Attachments:** Doc1.wpd

Look at the fees paragraph! It's starting already.

**From:** Paul Kennedy  
**Sent:** Wednesday, November 23, 2011 11:37 AM  
**To:** 'Matthew Hoyt'; 'Jessica Hernandez'; Rob Doughty  
**Subject:** FW: Redistricting

Let's read and consider carefully.

**From:** Joe Goldberg [mailto:JG@FBDLAW.com]  
**Sent:** Wednesday, November 23, 2011 11:26 AM  
**To:** Paul Kennedy  
**Cc:** Ray Vargas  
**Subject:** Redistricting

**Paul,**

**Attached is a draft of a written agreement among us on the congressional map. Feel free to change; I have no investment in the form or words or the allocation of work. Regards,**

**Joe**

## AGREEMENT

The Egolf plaintiffs, Sena plaintiffs, James plaintiffs and the Executive defendants (the Governor, Lt. Governor and Secretary of State)(collectively referred to as the "Agreeing Parties") in the 2011 redistricting litigation (Egolf et al. v. Martinez et al. [cite]) agree that in the congressional redistricting trial the Agreeing Parties will jointly present one plan to the Court, reflected as what has been submitted as the "New Egolf Plan" (the "Plan")(copies of the maps for this plan are attached to this Agreement as Exhibit A).

The Agreeing Parties further agree that at trial the Plan will be presented by the Egolf experts, Dr. Jim Williams and Ted Arrington. Cross examination of the Maestas plaintiffs' experts or other witnesses will be done primarily by the Executive defendants' lawyer, Paul Kennedy.

The Agreeing Parties further agree to cooperate with each other in the preparation for, and during, the congressional redistricting trial. The Egolf plaintiffs agree to take the lead in preparing the pre-trial and post-trial briefs and the Executive defendants agree to take the lead in the preparation of pre-trial and post-trial proposed findings and conclusions. The lead lawyers will circulate drafts to all Agreeing Parties for comment.

The Executive defendants further agree that they will not contest the fees and costs (including expert costs) submitted by the Egolf, Sena and James plaintiffs' to seek attorneys' fees for the congressional trial.

The Agreeing Parties further agree that this Agreement applies only to the congressional redistricting trial and to no other trial in this 2011 redistricting litigation.

## Unknown

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**From:** American Self Storage [sanmateo@americannm.com]  
**Sent:** Wednesday, November 23, 2011 2:33 PM  
**To:** kvigil@susana2010.com  
**Subject:** Receipt

**Attachments:** American Self Storage\_Receipt\_20111123(3).pdf



American Self  
Storage\_Receipt\_...

You can now pay online @ [www.americannm.com](http://www.americannm.com)

Thank you for your business.

The Management of  
American Self Storage

**American Self Storage**  
**5220 San Mateo Blvd NE**  
**Albuquerque, NM 87109**

**505-883-9250**

## **Payment Receipt**

**Tenant**                      **Date Printed**  
**Company**                    **Susan Martinez**  
**Address**                    **Unit**  
**City, State, Zip**           **6100 Oaktown Suite 590**  
                                    **Albuquerque NM 87110**  
                                    **Paid Thru**

**November 23, 2011**  
**Payment Date**           **November 23, 2011 2:24 PM**  
**315**  
**Available Credit**       **0.00**  
**Current Balance**       **0.00**  
**December 10, 2011**  
**Receipt Number**       **29240**                                      **By BL**

<u>Date</u>	<u>Unit</u>	<u>Description</u>	<u>Charge</u>	<u>Discount</u>	<u>Tax</u>	<u>Total</u>	<u>Payment</u>	<u>Method</u>
11/11/11	315	Rent 11/11-12/10	84.00	0.00	0.00	84.00	84.00	Check
11/16/11	315	Late Fee	15.00	0.00	0.00	15.00	15.00	Check

Taxes	0.00
Payment (less tax)	99.00
Payment Subtotal	99.00
Applied	0.00
Refunds Applied	0.00
Total Applied to Account	99.00

Current Account Balance	0.00
Paid By	Check 2083
Paid Thru Date	December 10, 2011

Thank you for your business.

You can now pay on line at [www.americannm.com](http://www.americannm.com)

**Unknown**

**From:** Duffy Rodriguez [duffyrod123@yahoo.com]  
**Sent:** Wednesday, November 23, 2011 7:31 PM  
**To:** rmkcang@yahoo.com; Ryan Cangioli  
**Subject:** So Sorry  
**Flag Status:** Red

Feel like I failed you and Governor...I am so very sorry Tinnin did what he did....can't explain it; it is not the Tinnin I know...Hate that I am a burden as a "D" so I am working on getting out. Let me know if I can help you make millions....I will do whatever it takes!! You are awesome and I hope you and your family have an awesome Thanksgiving. So sorry I disappointed you all...Duffy

## Unknown

**From:** Stella Gallegos [stella.gallegos@gmail.com]

**Sent:** Wednesday, November 23, 2011 8:23 PM

**To:** susana.m@susana2010.com

**Subject:** Happy Thanksgiving!

Hi,

I wish you, Chuck, Lettie and Carlo a wonderful, peaceful, warm filled Thanksgiving.

I thank God for you. Hope your doing fine.

## Unknown

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**From:** American Self Storage [sanmateo@americannm.com]  
**Sent:** Saturday, November 26, 2011 8:34 AM  
**To:** kvigil@susana2010.com  
**Subject:** Invoice (American Self Storage)

**Attachments:** American Self Storage\_Invoice\_315\_20111126.pdf



American Self  
Storage\_Invoice\_...

You can now pay online @ [www.americannm.com](http://www.americannm.com)

Thank you for your business



**MAKE CHECK PAYABLE TO**

American Self Storage  
5220 San Mateo Blvd NE  
Albuquerque, NM 87109  
505-883-9250

**INVOICE**

Unit 315  
Tenant 48404  
Invoice 12962  
Invoice Date November 26, 2011  
Due Date December 11, 2011  
  
Amount Due 84.00

Susan Martinez

6100 Oaktown Suite 590  
Albuquerque NM 87110

☐ Please check box if address is incorrect  
and indicate change. Signature is required  
to authorize address changes.

Signature \_\_\_\_\_

AMOUNT ENCLOSED \_\_\_\_\_

-----  
**DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT**

UNIT	DATE	ITEM/SERVICE	AMOUNT	TAX	DUE
315	12/11/2011	Rent 12/11-1/10	84.00	0.00	84.00
		Subtotal	84.00		
		Taxes	0.00		
		Balance Due	84.00		

Please remit the total due amount of 84.00 to the above address.

You can now pay online @ [www.americannm.com](http://www.americannm.com)

Thank you for your business.

\_\_\_\_\_

**Unknown**

**From:** Nann Winter [NWinter@stelznerlaw.com]  
**Sent:** Tuesday, November 29, 2011 3:17 PM  
**To:** ryan@susana2010.com; rcangiolosi@susana.com  
**Cc:** patrogers@modrall.com  
**Subject:** Court of Appeals Decision Regarding Albuquerque's Permit

Hi Ryan:

Please let me know if it would be useful to brief the Governor on the implications of the Court of Appeals decision affecting the water permit that serves Bernalillo County.

There are a few media-communicated misperceptions, but some other very real concerns.

Please let me know if you have questions.

Nann Winter  
Stelzner, Winter, Warburton, Flores, Sanchez & Dawes, P.A.  
302 8th Street NW, Suite 200  
Albuquerque, New Mexico 87102  
(505) 938-7770  
(505) 938-7781  
[nwinter@stelznerlaw.com](mailto:nwinter@stelznerlaw.com)

Mailing Address:  
Post Office Box 528  
Albuquerque, New Mexico 87103

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**Unknown**

**From:** Crystal Amaya [crystal.amaya@jqh.com]  
**Sent:** Wednesday, November 30, 2011 10:43 AM  
**To:** KRonquillo@susana2010.com  
**Subject:** Position

Morning love!!! In a continued effort to find a government job... lol Can you tell me what this position is? The posting is so vague...

**Job Title:** LINE II (Position #3551)

**Closing Date/Time:** Sat. 12/03/11 11:59 PM Mountain Time

**Salary:** \$16.37 - \$29.10 Hourly  
\$34,049.60 - \$60,528.00 Annually

**Job Type:** Permanent Position

**Location:** Albuquerque, New Mexico

**Department:** Commission of Public Records

Thank you for having lunch with us yesterday. I am so excited about your changes and that you are happy!!!! Sally and I still want to take you out for a late birthday celebration!!! You will be happy to learn that I informed the Salon I will only work through Christmas week... ☺

Thank you,

**Crystal Amaya**  
JQH Corporate Sales Manager

**Embassy Suites Albuquerque – Hotel & Spa**  
1000 Woodward Pl. NE  
Albuquerque, N.M. 87102

(505) 245-7100  
(505) 203-8455 direct  
(505) 353-5389 fax  
Email: [crystal.amaya@jqh.com](mailto:crystal.amaya@jqh.com)

Visit us on the web at: [www.albuquerque.embassysuites.com](http://www.albuquerque.embassysuites.com)



**Unknown**

**From:** Duffy Rodriguez [duffyrod123@yahoo.com]  
**Sent:** Wednesday, November 30, 2011 7:06 PM  
**To:** kjgarc@gmail.com; KGardner@susana2010.com; jay@mccleskeymedia.com  
**Subject:** PSS  
**Flag Status:** Red

So the 12:00 noon mandate that PED was citing is a clause in the LFC statute relating to the September 1 submissions of agency budgets....At any rate, Hanna was very upset so Ryan and I met with her and gave her my solution...just give the SEG and easy parts to Abbey today which is what they did after you, Keith, were supposed to approve that approach. She also got in my face about Paul and I told her my truth...that I didn't think anyone vying for next LFC director could consistently do right by her and especially right by the Governor. She hates me but that's OK...I made it clear my whole end game was to protect the Governor on all of this kind of stuff and let the Governor propose what she wants and the way she wants and not have it dictated by Abbey et al.

Sorry you all had to get involved but truly what we did to Gov on that conference call was not fair at all!! Half the flippin budget and a decision after a long day's work, out of state, etc. YIKES!

7/21/2012